

## NOTICE OF QUOTE REQUEST ST. TAMMANY PARISH

Sealed quotes will be received by the Department of Procurement, until 2:00 p.m., Wednesday, February 12, 2025 and then opened at that time by the Procurement Staff for the following project:

#### Quote # 25-1-1 – Mandeville Library Branch Renovations

This Quote package is available online at <u>www.bidexpress.com</u> or LaPAC <u>https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185</u>.It is the Vendor's responsibility to check Bid Express or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

# Please note a Non-Mandatory site visit will be held on Wednesday, January 29, 2025 at 10:00am located at 235 Girod Street, Mandeville, LA 70448.

Each Quote must be sealed. In addition, the outside of the envelope, box or package containing the Quote should be marked with the following information. Name and Address, State Contractor's License Number (if the estimated cost of the work is \$50k or more), Quote Number, and the Quote Name. Quotes submitted without this information may be deemed non-responsive.

Quotes will be received by the St. Tammany Parish Government Department of Procurement, located at 21454 Koop Dr., Suite 2F, Mandeville LA. 70471. The Procurement Department can be contacted by telephone at (985) 898-2520, or via e-mail at <u>Procurement@stpgov.org</u>. St. Tammany Parish Government reserves the right to reject any or all quotes and to waive informalities.

Procurement Department

## **QUOTE REQUEST**

## **ST. TAMMANY PARISH GOVERNMENT**

## MANDEVILLE LIBRARY BRANCH RENOVATIONS



Quote Number: 25-1-1

Quote Deadline: February 12, 2025

January 9, 2025

Version 2024 Q2

## TABLE OF CONTENTS

PART I: OV	/ERVIEW	5			
1.1 Ba	ckground	5			
1.2 De	finitions	5			
1.3 Sc	hedule of Events	6			
1.4 Qu	ote Submittal	6			
PART II: SO	COPE OF WORK/SERVICES	7			
2.1 Sc	2.1 Scope of work/Services				
2.2 Pe	riod of Agreement	7			
2.3 Pri	2.3 Price Schedule				
2.4 De	liverables	8			
2.5 Lic	ensing Required	8			
PART III: E	VALUĂTION	8			
PART IV: P	ERFORMANCE STANDARDS	8			
4.1 Pe	rformance Requirements	8			
4.1.1	Shop drawings, Brochures and Samples	8			
4.1.2	Record Drawings	9			
4.1.3	Progress of Work	10			
4.1.4	The Parish's Right to Proceed with Portions of the Work	10			
4.1.5	Time of Completion	11			
4.1.6	Extensions of Time for Change Orders	12			
4.1.7	Liquidated Damages	13			
4.1.8	Labor, Materials, Equipment, Supervision, Permits and Taxes	14			
4.1.9	Quantities of Estimate, Changes in Quantities, Extra Work	15			
4.1.10	Injuries to Persons and Property	17			
4.1.11	Sanitary Provisions	20			
4.1.12	Rights of Way	20			
4.1.13	Protection and Restoration of Property and Landscape	20			
4.1.14	Contractor's Responsibility for Work	21			
4.1.15	Tests and Inspections: Correction and Removal of Defective Work	22			
4.1.16	Subsurface Conditions	19			
4.1.17	Removal and Disposal of Structures and Obstructions	19			
4.1.18	The Parish's Right to Occupancy	25			
4.1.19	Survey Horizontal and Vertical Control	25			
4.2 Co	mpliance With Applicable Laws	26			
4.3 Sit	e Visitation	26			
PART V: G	ENERAL PROVISIONS	26			
5.1 Le	gibility/Clarity	26			
5.2 Co	nfidential Information, Trade Secrets, and Proprietary Information	26			
5.3 Qu	ote Clarifications Prior to Submittal	27			
5.3.1	Pre-Quote Conference	27			
5.3.2	Respondent Inquiry Periods	27			
5.4 Err	ors and Omissions in Quote	28			
5.5 Pe	rformance Bond	28			
5.6 Ch	anges, Addenda, Withdrawals	30			
5.7 Wi	thdrawal of Quote	30			
5.8 Ma	iterial in the Quote Request	30			
5.9 Wa	aiver of Administrative Informalities	30			

5.10	Quote Rejection			
5.11	Ownership of Quote	.31		
5.12	Cost of Offer Preparation	.31		
5.13	Non-negotiable Contract Terms	.31		
5.14	Taxes	.31		
5.15	Quote Validity	.31		
5.16	6 Prime Contractor Responsibilities			
5.17	7 Use of Subcontractors			
5.18	18 Written or Oral Discussions/Presentations			
5.19	9 Acceptance of Quote Content			
5.20	Evaluation and Selection			
5.21	Contract Negotiations			
5.22	2 Contract Award and Execution			
5.23	3 Notice of Intent to Award			
5.24	Affidavits	.34		
5.25	Insurance Requirements	.34		
5.26	Subcontractor Insurance	.39		
5.27	Indemnification and Limitation of Liability	.34		
5.2	7 1 Duty to Defend	34		
5.2	7.2 Contractor Liphilitiv	21		
5.2	7.2 Contractor Liability	2/		
5.2	7.5 Torce Majeure	.0 <del>4</del> .21		
5.2	7.4 Indefinition Transmission	24		
5 28		10		
5.20	Fayment for Services	.40		
5.20	8.2 Acceptance and Final Payment(s)	.40		
5 20	5.2 Acceptance and Final Fayment(s)	.42		
5.29	1 Termination of the Contract for Cause	.40		
5.23	2. Termination of the Contract for Cause	.40		
5.23	9.2 Termination of the Contract for Convenience	.43		
5.23	9.5 Termination for Non-Appropriation of Funds	.44		
5.23	0.5 Default of Contractor	.44		
5 20	Assignment	.44		
5.30	No Guarantee of Quantities	.40		
5 32	Audit of Pecords	.40		
5.32	Civil Pights Compliance	.45		
5.55	3 Civil Rights Compliance			
5.34	Record Auporabin	.40		
5.35	5 Record Ownership			
5.30	Content of Contract/ Order of Precedence			
5.37	Contract Changes			
5.30	3 Substitution of Personnel			
5.39 E 40	Governing Law			
5.40	1 Clean Air Act			
5.41 5.40	Energy Deligy and Concervation Act	.41 17		
5.4Z	Clean Water Act	.41		
5.43 5.44	Anti Lobbying and Debormant Act	.41		
<b>J.44</b>		.47		

Quote Package includes the following Attachments:

Attachment "A" – Pricing Sheet / Unit Price Sheet

Attachment "B" – Sample Contract

Attachment "C" – Signage Instructions – Omitted Attachment "D" – Insurance Requirements

Attachment "E" – Affidavits Attachment "F" – Sample Corporate Resolution

Attachment "G" – Sample Certificate of Insurance

Attachment "H" – Library Specifications Attachment "I" – Library Drawings

## QUOTE REQUEST

### FOR

## MANDEVILLE LIBRARYBRANCH RENOVATIONS

### PART I: OVERVIEW

#### 1.1 Background

Background: Project is to remove and replace the exterior front entrance of the Mandeville Branch Library. Work to include but not limited to wood framing, roofing, concrete flatwork, new landscaping, renovations to the restroom facilities, new doors, new computer wiring and a new HVAC unit.

#### 1.2 Definitions

- A. <u>Shall</u> The term "shall" denotes mandatory requirements.
- B. <u>Must</u> The term "must" denotes mandatory requirements.
- C. <u>May</u> The term "may" denotes an advisory or permissible action.
- D. <u>Should</u> The term "should" denotes a desirable action.
- E. <u>Contractor</u> A Respondent who contracts with the Parish.
- F. <u>Parish</u> St. Tammany Parish Government.

G. <u>Discussions-</u> For the purposes of this Quote Request, a formal, structured means of conducting written or oral communications/presentations with responsible Respondents who submit quotes in response to this Quote Request.

- H. <u>Quote Request</u> The Quote Request and any attachments and amendments thereto.
- I. <u>Respondent</u> Person or entity responding to this Quote Request.
- J. <u>Agreement</u> A contract between the Contractor and the Parish.

#### 1.3 Schedule of Events

	Date	<u>Time (CT)</u>
Quote Due Date	February 12, 2025	2:00PM
Non-Mandatory Pre-Quote Meeting	January 29, 2025	10:00AM
Inquiry Deadline	February 5, 2025	2:00PM
Addendum Deadline	February 7, 2025	2:00PM

# NOTE: The Parish reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the Quote Request.

#### 1.4 Quote Submittal

The Quote package is available online <u>www.bidexpress.com</u> or LaPAC <u>https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm</u>. It is the Contractor's responsibility to check Bid Express or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Contractor's failure to download any addenda documents required to complete a submission.

All quotes shall be in writing and shall be received by the Procurement Department <u>no later than</u> <u>the date and time shown in the Schedule of Events.</u>

<u>Important</u> - - <u>Clearly mark outside of the sealed envelope, box or package with the following</u> information and format. Quotes without this information may be deemed non-responsive:

- X Name and Address of the Quoter
- X The State Contractor's License Number of the Quoter (if the work is estimated at \$50k or more)
- X Quote Request Name: Mandeville Library Branch Renovations
- X Quote Request #: 25-1-1
- X Quote Due Date: February 12, 2025

Quotes may only be sent via certified mail, hand-delivery or courier service to our physical location at:

St. Tammany Parish Government Procurement Department 21454 Koop Drive, Suite 2F Mandeville, Louisiana 70471

Respondent is solely responsible for ensuring that its courier service Contractor makes inside deliveries to our physical location. The Parish is not responsible for any delays caused by the Respondent's chosen means of proposal delivery.

Respondent is solely responsible for the timely delivery of its proposal. Failure to meet the Quote Due Date shall result in rejection of the quote.

In the event that Contractor is a member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity, as an additional provision, Contractor should supply a certified copy of a corporate resolution or other written evidence of authority of person signing the quote/proposal.

# QUOTES SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY RESPONDENTS SUBMITTING QUOTES SHALL BE IDENTIFIED ALOUD.

## PART II: SCOPE OF WORK/SERVICES

#### 2.1 Scope of Work/Services

- 1. Temporary Facilities to serve the Library during the Construction Period,
- 2.Removal and replacement of entire front entrance feature as indicated on drawings,
- 3.Installation of new entrance feature including wood framing, asphalt shingle roofing, wood fascia and soffits, impact rated storefronts, automatic entrances, and new carpet tile flooring,
- 4.Removal and replacement of concrete flatwork and subsurface drainage at front entrance,
- 5.New landscaping and landscape features at front entrance,
- 6.Renovations of existing women's and men's restrooms,
- 7.Selective new doors and hardware,
- 8.New computer and data wiring,
- 9.New mini-split HVAC in Data Closet,
- 10.Adjustment to building electrical, hvac, and plumbing systems associated with the work.
- 11.Alternate #1 to furnish and install Walk Off Carpet Tiles in the existing Reception Area on top of the existing quarry tiles.

Any work that may be reasonably inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described herein which so applied to this project are covered by a well-known technical meaning or specification shall be deemed to be governed by such recognized standards unless specifically excluded.

The time period for completion of the project is one hundred-twenty (120) calendar days.

If the contractor <u>has not</u> done business with the Parish, the contractor should submit a <u>W-9</u> with their response.

#### 2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on the date of the Parish President's signature or approval in writing by the Parish President or designee. The contract shall terminate pursuant to the terms and conditions of section 5.30 herein, the terms and conditions of the contract, operation of law, as agreed between the parties, or upon satisfactory completion of all services and obligations described in the contract.

#### 2.3 Price Schedule

Prices quoted by the Respondent shall be firm for the term of the contract.

#### 2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Respondent. Every Respondent should describe what deliverables will be provided per their quote and how the proposed deliverables will be provided.

#### 2.5 Licensing Required

If the estimated cost of the work is \$50k or more a Contractor licensed by the State to do the type of work indicated in Section 2.1 may submit a quote. The Respondent's signature on the quote certifies that he holds an active license under the provisions of Chapter 24 of the Louisiana Revised Statutes, Title 37. Failure to be properly licensed constitutes authority for the Parish to reject the quote. The Parish reserves the right to require a Contractor licensed for less than \$50k depending on the requiements set forth in Section 2.1 and shall provide within 10 days after being notified of an Award.

## PART III: EVALUATION

The quotes will be evaluated in light of the material and the substantiating evidence presented to the Parish, not on the basis of what may be inferred.

The lowest monetary quote in compliance with the Quote Request will be awarded the contract. Only for the purpose of interpretation of the quote, when applicable, written words shall govern if a conflict exists between words and numerals.

### PART IV: PERFORMANCE STANDARDS

#### 4.1 **Performance Requirements**

#### 4.1.1 Shop drawings, Brochures and Samples

After checking and verifying all field measurements, Contractor shall submit to the Parish for approval, five copies (or at the Parish's option, one reproducible copy) of all shop drawings, which shall have been checked by and stamped with the approval of Contractor and identified as the Parish may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Parish to review the information as required.

Contractor shall also submit to the Parish, for review with such promptness as to cause no delay in work, all samples as required by the contract documents. All samples will have been checked

by and stamped with the approval of Contractor identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended. At the time of each submission, Contractor shall in writing call the Parish's attention to any deviations that the shop drawings or samples may have from the requirements of the contract documents.

The Parish will review with reasonable promptness shop drawings and samples, but its review shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by the Parish and shall return the required number of corrected copies of shop drawings and resubmit new samples for review. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called for by the Parish on previous submissions. Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Parish that Contractor has determined and verified all quantities, dimensions, field construction criteria, materials catalog numbers and similar data and thereafter assumes full responsibility for doing so, and that it has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

Where a shop drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been reviewed by the Parish. A copy of each reviewed shop drawing and each inspected sample shall be kept in good order by Contractor at the site and shall be available to the Parish.

The Parish's review of shop drawings or samples shall not relieve Contractor from its responsibility for any deviations from the requirements of the contract documents unless Contractor has in writing called the Parish's attention to such deviation at the time of submission and the Parish has given written approval to the specific deviation, nor shall any review by the Parish relieve Contractor from responsibility for errors or omissions in the shop drawings. The mere submittal of shop drawings which contain deviations from the requirements of plans, specifications and/or previous submittals in itself does not satisfy this requirement.

#### 4.1.2 Record Drawings

The Contractor shall keep an accurate record in a manner approved by the Parish of all changes in the contract documents during construction. In work concerning underground utilities, the Contractor shall keep an accurate record in a manner approved by the Parish of all valves, fittings, etc. Before the work is accepted by the Parish, and said acceptance is recorded, the Contractor shall furnish the Parish a copy of this record.

Contractor shall keep an accurate drawing measured in the field to the nearest 0.1' of the location of all sewer house connections. The location shown shall be the end of the connection at the property line measured along the main line of pipe from a manhole.

Contractor shall keep an accurate drawing of the storm water drainage collection system. Inverts to the nearest 0.01' and top of castings shall be shown as well as location of all structures to the nearest 0.1'. Upon completion of the work, the plan will be given to the Parish.

#### 4.1.3 **Progress of Work**

Contractor shall conduct the work in such a professional manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time limit specified.

The Parish shall issue a Notice to Proceed to the Contractor within twenty (20) calendar days from the date of execution of the contract. Upon mutual consent by both parties, the Notice to Proceed may be extended. The Contractor is to commence work under the contract within ten (10) calendar days from the date the Notice to Proceed is issued by the Parish.

The Contractor, immediately after being awarded the contract, shall prepare and submit for the Parish's approval an estimated progress schedule for the work to be performed, as well as a construction signing layout for all roads within the project area. The Contractor shall not start work or request partial payment until the work schedule has been submitted to the Parish for approval.

Revisions to the original schedule will be made based on extension of days granted for inclement weather or change orders issued under the contract. No other revision shall be made which affects the original completion or updated completion date, whichever is applicable.

Failure of the Contractor to submit an estimated progress schedule or to complete timely and on schedule the work shown on the progress schedule negates any and all causes or claims by the Contractor for accelerated completion damages. These accelerated damage claims shall be deemed forfeited.

Meetings will be held as often as necessary to expedite the progress of the job. Meetings will be held during normal working hours at the jobsite and shall be mandatory for the Contractor and all subcontractors working on the project. Meetings may be requested by the Parish at any time and at the discretion of the Parish.

#### 4.1.4 The Parish's Right to Proceed with Portions of the Work

Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the Parish shall have the alternative right, instead of assuming charge of the entire work, to place additional forces, tools, equipment and materials on parts of the work. The cost incurred by the Parish in carrying on such parts of the work shall be payable by the Contractor. Such work shall be deemed to be carried on by the Parish on account of the Contractor. The Parish may retain all amounts of the cost of such work from any sum due Contractor or those funds that may become due to Contractor under the contract.

The Parish may perform additional work related to the project by itself or it may let any other direct contract which may contain similar general conditions. Contractor shall afford the other Contractors who are parties to such different contracts (or the Parish, if it is performing the additional work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate its work with the subsequent work.

If any part of Contractor's work depends upon proper execution or results upon the work of any such other Contractor (or the Parish), Contractor shall inspect and promptly report to the Parish in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. Failure to so report shall constitute an acceptance of the other work as fit

and proper for the relationship of its work except as to defects and deficiencies which may appear in the other work after the execution of its work.

Whatever work is being done by the Parish, other Contractors or by this Contractor, the parties shall respect the various interests of the other parties at all times. The Parish may, at its sole discretion, establish additional rules and regulations concerning such orderly respect of the rights of various interests.

Contractor shall do all cutting, fitting and patching of its work that may be required to integrate its several parts properly and fit to receive or be received by such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering work and will only alter work with the written consent of the Parish and of the other Contractors whose work will be affected.

If the performance of additional work by other Contractors or the Parish is not noted in the contract documents, written notice thereof shall be given to Contractor prior to starting any such additional work. If Contractor believes that the performance of such additional work by the Parish or others may cause additional expense or entitles an extension of the contract time, the Contractor may make a claim therefor. The claim must be in writing to the Parish within thirty (30) calendar days of receipt of notice from the Parish of the planned additional work by others.

#### 4.1.5 Time of Completion

The Notice to Proceed will stipulate the date on which the Contractor shall begin work. That date shall be the beginning of the contract time charges.

Contractor shall notify the Parish through its duly authorized representative, in advance, of where Contractor's work shall commence each day. A daily log shall be maintained by Contractor to establish dates, times, persons contacted, and location of work. Specific notice shall be made to the Parish if the Contractor plans to work on Saturday, Sunday, or a Parish approved holiday. If notice is not received, no consideration will be given for inclement weather and same shall be considered a valid work day.

The work covered by the plans, specifications and contract documents must be completed sufficiently for acceptance within the number of calendar days specified in the quote and/or the contract, commencing from the date specified in the Notice to Proceed. It is hereby understood and mutually agreed, by and between the Contractor and the Parish, that the time of completion is an essential condition of the contract, and it is further mutually understood and agreed that if the Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted by the Parish, then the Contractor does hereby agree, as partial consideration for the awarding of the contract, to pay the Parish as specified per Table 4.1.7 in the contract, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. It is specifically understood that the Parish shall also be entitled to receive a reasonable attorney fee and all costs in the event that Contractor fails to adhere to this agreement and the contract is referred to counsel for any reason whatsoever. Reasonable attorney fees shall be the prevailing hourly rate of the private sector, and in no event shall the hourly rate be less than \$175.00 per hour. All attorney fees shall be paid to the operating budget of the Office of the Parish President.

Prior to final payment, the Contractor may, in writing to the Parish, certify that the entire project is substantially complete and request that the Parish or its agent issue a certificate of Substantial Completion.

The Parish may grant an extension(s) of time to the Contractor for unusual circumstances which are beyond the control of the Contractor and could not reasonably be foreseen by the Contractor prior to submission of its quote. Any such request must be made in writing to the Parish within seven (7) calendar days following the event occasioning the delay. The Parish shall have the exclusive and unilateral authority to determine, grant, and/or deny the validity of any such claim.

Extensions of time for inclement weather shall be processed as follows:

Commencing on the start date of each job, the Parish Inspector assigned to same shall keep a weekly log, indicating on each day whether inclement weather has prohibited the Contractor from working on any project within the specific job, based upon the following:

- 1. Should the Contractor prepare to begin work on any day in which inclement weather, or the conditions resulting from the weather, prevent work from beginning at the usual starting time, and the crew is dismissed as a result, the Contractor will not be charged for a working day whether or not conditions change during the day and the rest of the day becomes suitable for work.
- 2. If weather conditions on the previous day prevent Contractor from performing work scheduled, provided that no other work can be performed on any project within the package. The Parish Inspector shall determine if it is financially reasonable to require the Contractor to deviate from the schedule and relocate to another location.
- 3. If the Contractor is unable to work at least 60% of the normal work day due to inclement weather, provided that a normal working force is engaged on the job.

Any dispute of weather conditions as related to a specific job shall be settled by records of the National Weather Service.

#### 4.1.6 Extensions of Time for Change Orders

When a change order is issued, the Parish and Contractor will agree on a reasonable time extension, if any, to implement such change. Consideration shall be given for, but not limited to, the following:

If material has to be ordered; Remobilization and or relocation of equipment to perform task; and Reasonable time frame to complete additional work.

Time extensions for change orders shall be reflected on the official document signed by the Parish and Contractor.

At the end of each month, the Parish or its agent will furnish to the Contractor a monthly statement which reflects the number of approved days added to the contract. The Contractor will be allowed fourteen (14) calendar days in which to file a written protest setting forth in what respect the

monthly statement is incorrect; otherwise, the statement shall be considered accepted by the Contractor as correct.

Apart from extension of time for unavoidable delays, no payment or allowance of any kind shall be made to the Contractor as compensation for damages because of hindrance or delay for any cause in the progress of the work, whether such delay be avoidable or unavoidable.

#### 4.1.7 Liquidated Damages

In case the work is not completed in every respect within the time that may be extended, it is understood and agreed that per diem deductions of the sum per Table 4.1.7 for liquidated damages, as stipulated in the quote and/or contract, shall be made from the total contract price for each and every calendar day after and exclusive of the day on which completion was required, and up to the completion of the work and acceptance thereof by the Parish. It is understood and agreed that time is of the essence to the contract, and the above sum being specifically herein agreed upon in advance as the measure of damages to the Parish on account of such delay in the completion of the work. It is further agreed that the expiration of the term herein assigned or as may be extended for performing the work shall, ipso facto, constitute a putting in default, the Contractor hereby waiving any and all notice of default. The Contractor agrees and consents that the contract price, reduced by the aggregate of the entire damages so deducted, shall be accepted in full satisfaction of all work executed under the contract. It is further understood and agreed that Contractor shall be liable for a reasonable attorney fee and all costs associated with any breach of this agreement, including but not limited to this subsection. In the event that any dispute or breach herein causes referrals to counsel, then Contractor agrees to pay a reasonable attorney fee at the prevailing hourly rate of the private sector. In no event shall the hourly rate be less than \$175.00 per hour.

Liquidated Damages				
<b>Original Contract Amount</b>	Daily Charge			
Dollars	Dollars			
0 - 250,000	500			
250,000 – 1 Million	1,000			
> 1 Million – 5 Million	1,500			
> 5 Million – 10 Million	2,000			
> 10 Million	3,000			

**Table 4.1.7** 

• Parish reserves the right to increase the Daily charge rate due to additional provisions required in order to complete the project as described in the specifications.

#### 4.1.8 Labor, Materials, Equipment, Supervision, Permits and Taxes

The Contractor shall provide and pay for all labor, materials, equipment, supervision, subcontracting, transportation, tools, fuel, power, water, sanitary facilities and all incidentals necessary for the completion of the work in substantial conformance with the contract documents.

The Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. It shall at all times maintain good discipline and order at the site.

Unless otherwise specifically provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by the contract are to be new and of the best grade of their respective kinds for the purpose intended. Samples of materials furnished under the contract shall be submitted for approval to the Parish when and as directed.

Whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular manufacturer or Contractor, any material or article which shall perform adequately the duties imposed by the general design will be considered equal, and satisfactory, providing the material or article so proposed is of equal substance and function and that all technical data concerning the proposed substitution be approved by the Parish prior to the submission of a quote. The Parish shall have the exclusive and unilateral discretion to determine quality and suitability.

Materials shall be properly and securely stored so as to ensure the preservation of quality and fitness for the work, and in a manner that leaves the material accessible to inspection. Materials or equipment may not be stored on the site in a manner such that it will interfere with the continued operation of streets and driveways or other Contractors working on the site.

The Contractor, by entering into the contract for this work, sets itself forth as an expert in the field of construction and it shall supervise and direct the work efficiently and with its best skill and attention. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

Contractor shall keep on the work, at all times during its progress, a competent resident superintendent, who shall not be replaced without written notice to the Parish except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Parish specifically reserves the right to approve and/or disapprove the retention of a new superintendent, all to not be unreasonably withheld.

Any foreman or workman employed on this project who disregards orders or instructions, does not perform his work in a proper and skillful manner, or is otherwise objectionable, shall, at the written request of the Parish, be removed from the work and shall be replaced by a suitable foreman or workman.

The Contractor and/or its assigned representative shall personally ensure that all subcontracts and divisions of the work are executed in a proper and workmanlike manner, on scheduled time, and with due and proper cooperation.

Failure of the Contractor to keep the necessary qualified personnel on the work shall be considered cause for termination of the contract by the Parish.

Only equipment in good working order and suitable for the type of work involved shall be brought onto the job and used by the Contractor. The Contractor is solely responsible for the proper maintenance and use of its equipment and shall hold the Parish harmless from any damages or suits for damages arising out of the improper selection or use of equipment. No piece of equipment necessary for the completion of the work shall be removed from the job site without approval of the Parish.

All Federal, State and local taxes due or payable during the time of contract on materials, equipment, labor or transportation, in connection with this work, must be included in the amount bid by the Contractor and shall be paid to proper authorities before acceptance. The Contractor shall furnish all necessary permits and certificates and comply with all laws and ordinances applicable to the locality of the work. The cost of all inspection fees levied by any governmental entity whatsoever shall be paid for by the Contractor.

In accordance with St. Tammany Police Jury Resolution 86-2672, as amended, the Contractor must provide in a form suitable to the Parish an affidavit stating that all applicable sales taxes for materials used on this project have been paid.

During the period that the contract is in force, neither party to the contract shall solicit for employment or employ an employee of the other.

All materials or equipment shown on the drawings or included in these specifications shall be furnished unless written approval of a substitute is obtained from the designer, or the Parish if no separate designer.

If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the contract documents, he shall do so no later than seven working days prior to the opening of bids. Within three days, exclusive of holidays and weekends, after such submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted. The burden of proof of the equality of the proposed substitute is upon the proposer and only that information formally submitted shall be used by the designer in making its decision.

The decision of the designer/the Parish shall be given in good faith and shall be final.

The Contractor may be required to post in each direction a public information sign, 4' x 4' in size, at the location of the project containing information required by the Parish. The **Parish will** supply this information. Additional specifications regarding signage are attached hereto as Attachment "C".

#### 4.1.9 Quantities of Estimate, Changes in Quantities, Extra Work

Whenever the estimated quantities of work to be done and materials to be furnished under the contract are shown in any of the documents, such are given for use in comparing quotes and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish same not to exceed twenty-five percent (25%) by the Parish to complete the work contemplated

by the contract. Such increase or diminution shall in no way vitiate the contract, nor shall such increase or diminution give cause for claims or liability for damages.

The Parish shall have the right to make alterations in the line, grade, plans, form or dimensions of the work herein contemplated, provided such alterations do not change the total cost of the project, based on the originally estimated quantities, and the unit prices bid by more than twentyfive percent (25%) and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit price bid by more than twentyfive (25%). (A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total contract price, computed on the basis of the proposal quantity and the contract unity price). Should it become necessary, for the best interest of the Parish, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement either before or after the commencement of the work and without notice to the sureties. If such alterations diminish the quantity of work to be done, such shall not constitute a claim for damages for anticipated profits for the work dispensed with, but when the reduction in amount is a material part of the work contemplated, the Contractor shall be entitled to only reasonable compensation as determined by the Parish for overhead and equipment charges which it may have incurred in expectation of the quantity of work originally estimated, unless specifically otherwise provided herein; if the alterations increase the amount of work, the increase shall be paid according to the quantity of work actually done and at the price established for such work under the contract except where, in the opinion of the Parish, the Contractor is clearly entitled to extra compensation.

Without invalidating the contract, the Parish may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. The consent of the surety must first be obtained when necessary or desirable, all at the exclusive discretion of the Parish. All the work of the kind bid upon shall be paid for at the price stipulated in the quote, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the Parish.

Extra work for which there is no price or quantity included in the contract shall be paid for at a unit price or lump sum to be agreed upon in advance in writing by the Parish and Contractor. Where such price and sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Parish may, at its exclusive and unilateral discretion, order the Contractor to do such work on a force account basis.

In computing the price of extra work on a force account basis, the Contractor shall be paid for all foremen and labor actually engaged on the specific work at the current local rate of wage for each and every hour that said foremen and labor are engaged in such work, plus ten percent (10%) of the total for superintendence, use of tools, overhead, direct & indirect costs/expenses, pro-rata applicable payroll taxes, pro-rata applicable workman compensation benefits, pro-rata insurance premiums and pro-rata reasonable profit. The Contractor shall furnish satisfactory evidence of the rate or rates of such insurance and tax. The Contractor will not be able to collect any contribution to any retirement plans or programs.

For all material used, the Contractor shall receive the actual cost of such material delivered at the site of the work, as shown by original receipted bill, to which shall be added five percent (5%). There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.

For any equipment used that is owned by the Contractor, the Contractor shall be allowed a rental based upon the latest prevailing rental price, but not to exceed a rental price as determined by the Associated Equipment Distributors (A.E.D. Green Book).

The Contractor shall also be paid the actual costs of transportation for any equipment which it owns and which it has to transport to the project for the extra work. There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.

If the Contractor is required to rent equipment for extra work, but not required for contract items, it will be paid the actual cost of rental and transportation of such equipment to which no percent shall be added. The basis upon which rental cost is to be charged shall be agreed upon in writing before the work is started. Actual rental and transportation costs shall be obtained from receipted invoices and freight bills.

No compensation for expenses, fees or costs incurred in executing extra work, other than herein specifically mentioned herein above, will be allowed.

A record of extra work on force account basis shall be submitted to the Parish on the day following the execution of the work, and no less than three copies of such record shall be made on suitable forms and signed by both the Parish or its representative on the project and the Contractor. All bids for materials used on extra work shall be submitted to the Parish by the Contractor upon certified statements to which will be attached original bills covering the costs of such materials.

Payment for extra work of any kind will not be allowed unless the same has been ordered in writing by the Parish.

#### 4.1.10 Injuries to Persons and Property

The Contractor shall be held solely and exclusively responsible for all injuries to persons and for all damages to the property of the Parish or others caused by or resulting from the negligence of itself, its employees or its agents, during the progress of or in connection with the work, whether within the limits of the work or elsewhere under the contract proper or as extra work. This requirement will apply continuously and not be limited to normal working hours or days. The Parish's construction review is for the purpose of checking the work product produced and does not include review of the methods employed by the Contractor or to the Contractor's compliance with safety measures of any nature whatsoever. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Parish in the event it becomes necessary for the Parish to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.

The Contractor must protect and support all utility infrastructures or other properties which are liable to be damaged during the execution of its work. It shall take all reasonable and proper precautions to protect persons, animals and vehicles or the public from the injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation, and place a sufficient number of lights about the work and keep same burning from twilight until sunrise, and shall employ one or more watchmen as an additional security whenever needed. The Contractor understands and agrees that the Parish may request that security be placed on the premises to ensure and secure same. The Parish shall exclusive authority to request placement of such security. Contractor agrees to retain and place security as requested, all at the sole expense of

Contractor. Additional security shall not be considered a change order or reason for additional payment by the Parish. The Contractor must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, streets, etc., free from encumbrances. The Contractor must restore at its own expense all injured or damaged property caused by any negligent act of omission or commission on its part or on the part of its employees or subcontractors, including, but not limited to, sidewalks, curbing, sodding, pipes conduits, sewers, buildings, fences, bridges, retaining walls, tanks, power lines, levees or any other building or property whatsoever to a like condition as existed prior to such damage or injury.

In case of failure on the part of the Contractor to restore such property or make good such damage, the Parish may upon forty-eight (48) hours' notice proceed to repair or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due under its contract.

Contractor agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred by St. Tammany Parish Government as a result of any claim, demands, and/or causes of action that results from the negligent performance or non-performance by Contractor, its agents, servants, employees, and subcontractors of the contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors.

As to any and all claims against the Parish, its agents, assigns, representatives or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts as may be liable, the indemnification obligation shall not be limited in any way or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

No road shall be closed by the Contractor to the public except by written permission of the Parish. If so closed, the Contractor shall maintain traffic over, through and around the work included in his contract, with the maximum practical convenience, for the full twenty-four hours of each day of the contract, whether or not work has ceased temporarily. The Contractor shall notify the Parish at the earliest possible date after the contract has been executed and, in any case, before commencement of any construction that might in any way inconvenience or endanger traffic, in order that necessary and suitable arrangements may be determined. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of the Parish.

The convenience of the general public and residents along the works shall be provided for in a reasonable, adequate and satisfactory manner. Where existing roads are not available as

detours, and unless otherwise provided, all traffic shall be permitted to pass through the work. In all such cases, the public shall have precedence over Contractor's vehicles insofar as the traveling public's vehicles shall not be unduly delayed for the convenience of the Contractor. In order that all unnecessary delay to the traveling public may be avoided, the Contractor shall provide and station competent flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the work. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of the Parish.

The Contractor shall arrange its work so that no undue or prolonged blocking of business establishments will occur.

Material and equipment stored on the right of way or work site shall be so placed and the work at times shall be so conducted as to ensure minimum danger and obstruction to the traveling public.

During grading operations when traffic is being permitted to pass through construction, the Contractor shall provide a smooth, even surface that will provide a satisfactory passageway for use of traffic. The road bed shall be sprinkled with water if necessary to prevent a dust nuisance, provided the dust nuisance is a result of the work.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by ordinances, rules or regulations or within fifteen (15) feet of a fire hydrant, in the absence of such ordinance, rules or regulations.

The Contractor shall not, without the written permission of the Parish, do work for a resident or property owner Parish abutting the work at the time that this work is in progress.

No work of any character shall be commenced on railroad right-of-way until the railroad company has issued a permit to the Parish and has been duly notified by the Contractor in writing (with a copy forwarded to the Parish) of the date it proposes to begin work, and until an authorized representative of the railroad company is present, unless the railroad company waives such requirements. All work performed by the Contractor within the right-of-way limits of the railroad shall be subject to the inspection and approval of the chief engineer of the railroad company or its authorized representative. Any precautions considered necessary by said chief engineer to safeguard the property, equipment, employees and passengers of the railroad company shall be taken by the Contractor without extra compensation. The Contractor shall, without extra compensation, take such precautions and erect and maintain such tell-tale or warning devices as the railroad company considers necessary to safeguard the operation of its trains. The temporary vertical and horizontal clearance specified by the chief engineer of the railroad company in approving these shall be maintained at all times. No steel, brick, pipe or any loose material shall be left on the ground in the immediate vicinity of the railway track. Before any work is done within railroad right of way, the Contractor shall provide and pay all costs of any special insurance requirements of the railroad.

The Contractor, shall, without extra compensation, provide, erect, paint and maintain all necessary barricades. Also, without extra compensation, the Contractor shall provide suitable and sufficient lights, torches, reflectors or other warning or danger signals and signs, provide a

sufficient number of watchmen and flagmen and take all the necessary precautions for the protection of the work and safety of the public.

The Contractor shall erect warning signs beyond the limits of the project, in advance of any place on the project where operations interfere with the use of the road by traffic, including all intermediate points where the new work crosses or coincides with the existing road. All barricades and obstructions shall be kept well painted and suitable warning signs shall be placed thereon. All barricades and obstructions shall be illuminated at night and all lights or devices for this purpose shall be kept burning from sunset to sunrise.

Whenever traffic is maintained through or over any part of the project, the Contractor shall clearly mark all traffic hazards. No direct payment will be made for barricades, signs and illumination therefore or for watchmen or flagmen.

The Contractor will be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Parish to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, or near the construction site.

#### 4.1.11 Sanitary Provisions

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the rules and regulations of the State Health Agency or of the other authorities having jurisdiction and shall permit no public nuisance.

#### 4.1.12 Rights of Way

The Parish will furnish the Contractor with all necessary rights-of-way for the prosecution of the work. The rights of way herein referred to shall be taken to mean only permission to use or pass through the locations or space in any street, highway, public or private property in which the Contractor is to prosecute the work.

It is possible that all lands and rights of way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin its work upon such land and rights of way as the Parish may have previously acquired. Any delay in furnishing these lands by the Parish can be deemed proper cause for adjustment in the contract amount and/or in the time of completion.

#### 4.1.13 Protection and Restoration of Property and Landscape

The Contractor shall not enter upon private property for any purpose without first obtaining permission from the Parish, as well as the private property owner and/or and private property lessees. The Contractor shall use every precaution necessary for the preservation of all public and private property, monuments, highway signs, telephone lines, other utilities, etc., along and adjacent to the work; the Contractor shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures; and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The street and highway signs and markers that are to be affected by the work shall be carefully removed when

the work begins and stored in a manner to keep them clean and dry. The Contractor must obtain all necessary information in regard to existing utilities and shall give notice in writing to the owners or the proper authorities in charge of streets, gas, water, pipes, electric, sewers and other underground structures, including conduits, railways, poles and pole lines, manholes, catch basins, fixtures, appurtenances, and all other property that may be affected by the Contractor's operations, at least forty-eight (48) hours before its operations will affect such property. The Contractor shall not hinder or interfere with any person in the protection of such work or with the operation of utilities at any time. When property, the operation of railways, or other public utilities are endangered, the Contractor shall at its own expense, maintain flagmen or watchmen and any other necessary precautions to avoid interruption of service or damage to life or property, and it shall promptly repair, restore, or make good any injury or damage caused by its negligent operations in an acceptable manner. The Contractor must also obtain all necessary information in regard to the installation of new cables, conduits, and transformers, and make proper provisions and give proper notifications, in order that same can be installed at the proper time without delay to the Contractor or unnecessary inconvenience to the owner.

The Contractor shall not remove, cut or destroy trees, shrubs, plants, or grass that are to remain in the streets or those which are privately owned, without the proper authority. Unless otherwise provided, the Contractor shall replace and replant all plants, shrubs, grass and restore the grounds back to its original good condition to the satisfaction of the Parish and/or the property owner. The Contractor shall assume the responsibility of replanting and guarantees that plants, shrubs, grass will be watered, fertilized and cultivated until they are in a growing condition. No direct payment will be made for removing and replanting of trees, shrubs, plants or grass unless such items are set forth in the quote.

When or where direct damage or injury is done to public or private property by or on account of any negligent act, omission, neglect or otherwise of the Contractor, it shall make good such damage or injury in an acceptable manner.

#### 4.1.14 Contractor's Responsibility for Work

Until final acceptance of the work by the Parish as evidence by approval of the final estimate, the work shall be in the custody and under the charge and care of the Contractor and it shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from the non-execution of the work; unless otherwise provided for elsewhere in the specifications or contract. The Contractor shall rebuild, repair, restore and make good, without extra compensation, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance, and shall bear the expenses thereof. In case of suspension of the work from any cause whatever, the Contractor shall be responsible for all materials and shall properly and securely store same, and if necessary, shall provide suitable shelter from damage and shall erect temporary structures where necessary. If in the exclusive discretion of the Parish, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors to so protect the work, such materials shall be removed and replaced at the sole expense of the Contractor. Such amount shall be deducted from any sum due or to be due Contractor.

The Contractor shall give all notice and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and hold harmless the Parish against any claim or liability arising from,

or based on, the violation of any such law, ordinance, regulation, order or decree, whether by itself, its employees or subcontractors.

#### 4.1.15 Tests and Inspections; Correction and Removal of Defective Work

Contractor warrants and guarantees to the Parish that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the contract documents. All unsatisfactory work, all faulty or defective work and all work not conforming to the requirements of the contract documents at the time of acceptance shall be considered defective. Prompt and reasonable notice of all defects shall be given to the Contractor.

If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some public body, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Parish the required certificates of inspection, testing or approval. All other inspections, tests and approval required by the contract documents shall be performed by organizations acceptable to the Parish and Contractor and the costs thereof shall be borne by the Contractor unless otherwise specified.

Contractor shall give the Parish timely notice of readiness of the work for all inspections, tests or approvals. If any such work required to be inspected, tested or approved is covered without written approval of the Parish, it must, if requested by the Parish, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given the Parish timely notice of its intention to cover such work and the Parish has not acted with reasonable promptness in response to such notice.

Neither observations by the Parish nor inspections, tests or approvals shall relieve Contractor from its obligations to perform the work in accordance with the requirements of the contract document.

The Parish and its representatives will at reasonable times have access to the work. Contractor shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

If any work is covered contrary to the written request of the Parish, it must, be uncovered for the Parish's observation and replaced at Contractor's expense. If any work has been covered which the Parish has not specifically requested to observe prior to its being covered, or if the Parish considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Parish's request, shall uncover, expose or otherwise make available for observations, inspections or testing as the Parish may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor,

materials or equipment, the Parish may order Contractor to stop the work, or any portion thereof, until the cause of such order has been eliminated; however, this right of the Parish to stop the work shall not give rise to any duty on the part of the Parish to exercise this right for the benefit of Contractor or any other party.

Prior to approval of final payment, Contractor shall promptly, without cost to the Parish and as specified by the Parish, either correct any defective work, whether or not fabricated, installed or completed, or if the work has been rejected by the Parish, remove it from the site and replace it with non-defective work. If Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from the Parish, the Parish may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement including compensation for additional professional services shall be paid by Contractor, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expense of making good all work of others destroyed or damaged by its correction, removal or replacement of its defective work.

If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to the Parish and in accordance with the Parish's written instructions, either correct such defective work or if it has been rejected by the Parish, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, the Parish may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The Contractor agrees to pay a reasonable attorney fee and other reasonable attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.

If, instead of requiring correction or removal and replacement of defective work, the Parish (and prior to approval of final payment) prefers to accept it, the Parish may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the contract documents, including appropriate reduction in the contract price, or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to the Parish.

If Contractor should fail to progress the work in accordance with the contract documents, including any requirements of the progress schedule, the Parish, after seven (7) days written notice to Contractor, may, without prejudice to any other remedy the Parish may have, make good such deficiencies and the cost thereof including compensation for additional professional services shall be charged against Contractor. In such cases, a Change Order shall be issued incorporating the necessary revisions in the contract documents including an appropriate reduction in the contract price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to the Parish.

The Parish may appoint representatives to make periodic visits to the site and observe the progress and quality of the executed work. These representatives shall be governed by the same restrictions placed on the Parish by these specifications. The governing body of the Federal, State

or local government exercising authority in the area of the work may appoint representatives to observe the progress and quality of the work. Contractor shall cooperate with and assist these representatives in the performance of their duties.

The Contractor shall be responsible for the faithful execution of its contract and the presence or absence of the Parish's or Government's Representative is in no way or manner to be presumed or assumed to relieve in any degree the responsibility or obligation of the Contractor.

The Contractor shall notify the Parish and the Governmental Agency having jurisdiction as to the exact time at which it is proposed to begin work so the Parish may provide for inspection of all materials, foundations, excavations, equipment, etc., and all or any part of the work and to the preparation or manufacture of materials to be used whether within the limits of the work or at any other place.

The Parish or its representatives shall have free access to all parts of the work and to all places where any part of the materials to be used are procured, manufactured or prepared. The Contractor shall furnish the Parish all information relating to the work and the material therefor, which may be deemed necessary or pertinent, and with such samples of materials as may be required. The Contractor, at its own expense, shall supply such labor and assistance as may be necessary in the handling of materials for proper inspection or for inspection of any work done by it.

No verbal instructions given to the Contractor by the Parish, project representative or any of their agents shall change or modify the written contract. Contractors shall make no claims for additional payments or time based upon verbal instructions.

#### 4.1.16 Subsurface Conditions

It is understood and agreed that the Contractor is familiar with the subsurface conditions that will be encountered and its price bid for the work includes all of the costs involved for work in these conditions and it is furthermore agreed that it has taken into consideration, prior to its quote and acceptance by the Parish, all of the subsurface conditions normal or unusual that might be encountered in the location of the work.

Should the Contractor encounter during the progress of the work subsurface conditions at the site materially differing from those shown on the drawings or indicated in the specifications, the attention of the Parish shall be directed to such conditions before the conditions are disturbed. If the Parish finds that the conditions materially differ from those shown on the drawings or indicated in the specifications, it shall at once make such changes in the drawings or specifications as it may find necessary, and any increase or decrease in cost or extension of time resulting from such changes shall be adjusted in the same manner as provided for changes for extra work. The Contractor shall submit breakdowns of all costs in a manner as instructed and approved by the Parish.

#### 4.1.17 Removal and Disposal of Structures and Obstructions

Respondent shall thoroughly examine the site of the work and shall include in its quote the cost of removing all structures and obstructions in the way of the work.

The Contractor shall remove any existing structures or part of structures, fence, building or other encumbrances or obstructions that interfere in any way with the work. Compensations for the

removal of any structure shall be made only if the item(s) to be removed was/were listed as pay item(s) on the quote.

If called for in the special conditions, all privately and publicly owned materials and structures removed shall be salvaged without damage and shall be piled neatly and in an acceptable manner upon the premises if it belongs to an abutting property owner Parish, otherwise at accessible points along the improvements. Materials in structures which are the property of the Parish or property of any public body, private body or individual which is fit for use elsewhere, shall remain property of the original owner. It shall be carefully removed without damage, in sections which may be readily transported; same shall be stored on or beyond the right of way. The Contractor will be held responsible for the care and preservation for a period of ten (10) days following the day the last or final portion of the materials stored beyond the right of way, the Contractor will be held responsible for such care and preservation for a period of ten (10) days responsibility period for care and preservation of the materials begins. The Contractor must furnish the Parish with evidence satisfactory that the proper owner of the materials has been duly notified by the Contractor that the said owner must assume responsibility for its materials on the date following the Contractor's ten (10) day responsibility.

#### 4.1.18 The Parish's Right to Occupancy

The Parish shall have the right to use, at any time, any and all portions of the work that have reached such a stage of completion as to permit such occupancy, provided such occupancy does not hamper the Contractor or prevent its efficient completion of the contract or be construed as constituting an acceptance of any part of the work.

The Parish shall have the right to start the construction of houses, structures or any other building concurrent with the Contractor's work.

#### 4.1.19 Survey Horizontal and Vertical Control

The Parish shall provide surveys for construction to establish reference points which in its judgment are necessary to enable Contractor to layout and proceed with its work. Contractor shall be responsible for surveying and laying out the work and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Parish. Contractor shall report to the Parish whenever any reference point is lost or destroyed and the Parish shall decide if the reference point shall be replaced by its or the Contractor's forces.

The Contractor shall establish lines and grades with its own forces in sufficient number and location for the proper execution of the work.

If the Contractor, during the construction, damages the established property corners and/or other markers and thereafter requests the Parish to re-stake same in order to complete the project, this expense will be borne solely by the Contractor.

#### 4.2 Compliance With Applicable Laws

Respondents shall familiarize themselves with and shall comply with all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over construction of the project, which may directly or indirectly affected the work or its prosecution. These laws, rules, regulations, and/or ordinances will be deemed to be included in the contract, as though herein written in full.

#### 4.3 Site Visitation

Each Respondent shall visit the site of the proposed work and fully acquaint itself with all surface and subsurface conditions as they may exist so that it may fully understand this Quote Request. Respondent shall also thoroughly examine and be familiar with drawings, specifications, and contract documents. The failure or omission of any Respondent to receive or examine any form, instrument, drawing or document or to visit the site and acquaint itself with existing conditions shall in no way relieve any Respondent from any obligation with respect to its quote and obligations under the contract.

## PART V: GENERAL PROVISIONS

#### 5.1 Legibility/Clarity

Responses to the requirements of this Quote Request in the formats requested are desirable. Quotes prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the Quote Request is also desired. Each Respondent is solely responsible for the accuracy and completeness of its quote.

#### 5.2 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the quote. The cost quote will not be considered confidential under any circumstance. Any quote copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (LSA-R.S. 44.1, *et. seq.*) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Respondents are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Respondent at the time of submission of its Technical Proposal. Respondents should refer to the Louisiana Public Records Act for further clarification.

The Respondent must clearly designate the part of the quote that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Respondent shall mark the cover sheet of the quote with the following

legend, specifying the specific section(s) of his quote sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages \_\_\_\_\_\_\_of the quote have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this quote, the Parish of St. Tammany shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of St. Tammany's right to use or disclose data obtained from any source, including the Respondent, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Respondents must be prepared to defend the reasons why the material should be held confidential. If a competing respondent or other person seeks review or copies of another respondent's confidential data, the Parish will notify the Parish of the asserted data of the request. If the Parish of the asserted data does not want the information disclosed, it must agree to indemnify the Parish and hold the Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Parish to disclose the information. If the Parish of the asserted data refuses to indemnify and hold the state harmless, the Parish may disclose the information.

The Parish reserves the right to make any quote, including proprietary information contained therein, available to Parish personnel, the Parish Council, or other Parish and state agencies or organizations for the sole purpose of assisting the Parish in its evaluation of the quote. The Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your quote contains confidential information, you should also submit a redacted copy along with your quote. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Procurement Department. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information have been removed.

#### 5.3 Quote Clarifications Prior to Submittal

#### 5.3.1 Pre-Quote Conference

Please note a Non-mandatory Pre-Quote meeting will be held on Wednesday, January 29, 2025, at 10:00am located at 235 Girod Street, Mandeville, LA 70448.

#### 5.3.2 Respondent Inquiry Periods

The Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and Parish operations. The Parish reasonably

expects and requires *responsible and interested* Respondents to conduct their in-depth quote review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Respondents to perform a detailed review of the quote documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Respondent, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date and time set forth in Section 1.3 Schedule of Events of this Quote Request. Only those inquiries received by the established deadline shall be considered by the Parish. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by e-mail or hand-delivery to:

St. Tammany Parish Government Procurement Department Attn: Director of Procurement 21454 Koop Drive, Suite 2F Mandeville, Louisiana 70471

E-Mail: procurement@stpgov.org

An addendum will be issued and posted on LaPAC (Louisiana Procurement and Contract Network)<u>https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=1</u> <u>85</u> to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all quote documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Respondent as a result of any oral discussions with any Parish employee or Parish consultant. It is the Respondent's responsibility to check the Parish website frequently for any possible addenda that may be issued. The Parish is not responsible for a Respondent's failure to download any addenda documents required to complete a Quote Request.

#### 5.4 Errors and Omissions in Quote

The Parish will not be liable for any error in the quote. Respondent will not be allowed to alter quote documents after the deadline for quote submission, except under the following condition: the Parish reserves the right to make corrections or clarifications due to patent errors identified in quotes by the Parish or the Respondent. The Parish, at its option, has the right to request clarification or additional information from the Respondent.

#### 5.5 Performance Bond

For projects costing twenty-five thousand dollars (\$25,000) or more, the successful Respondent shall be required to provide a performance (surety) bond in the amount of one hundred percent (100%) of the project cost to insure the successful performance under the terms and conditions of the contract negotiated between the successful Respondent and the Parish. The contract shall not be in force or binding upon the Parish until such satisfactory bond has been provided to and approved by the Parish. The cost of the bond shall be paid by the Contractor.

Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within 10 working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

Should the Contractor's surety, even though approved and accepted by the Parish, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new bond in another company approved by the Parish, at no cost to the Parish. The new bond shall be executed under the same terms and conditions as the original bond. The new bond shall be submitted within thirty (30) days of such time as the Parish notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Contractor fails or refuses to timely secure additional surety, then the Parish may secure such surety and thereafter deduct such cost or expense from any sum due, or to become due to Contractor.

The Contractor's bondsman shall obligate itself to all the terms and covenants of these specifications and of contracts covering the work executed hereunder. The Parish reserves the right to do extra work or make changes by altering, adding to deducting from the work under the conditions and in the manner herein described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.

The bond shall also secure for the Parish the faithful performance of the contract in strict accordance with plans, specifications, and other contract documents. It shall protect the Parish against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of the contract and institution of concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Parish occurring through failure of the Contractor to perform.

The surety of the Contractor shall declare and acknowledge itself by acceptance of the contract to be bound to the Parish as a guarantor, jointly and *in solido*, with the Contractor, for fulfillment of terms of the contract.

The performance bond forming part of the contract shall be continued by Contractor and its surety for a period of one (1) year from date of acceptance of the work/project by the Parish to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of the Parish or others as a result of such defective materials, equipment, workmanship, etc.

Contractor authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Contractor agrees to execute an excerpt or extract of this agreement for recordation purposes. If Contractor fails to execute such an excerpt, then the Parish shall file and record the entire Contract and all attachments at the expense of Contractor and Parish is hereby authorized to deduct all related costs from any proceeds due to the Contractor.

Contractor shall pay for cost and any service fee for recording the contract, bond, and any change orders required to be recorded, as well as the cost of canceling any of the foregoing. Contractor shall also secure and pay for all Clear Lien and Privilege Certificates (together with any updates) which will be required before any final payment is made, and that may be required before any payment, at the request of the Parish, its representative, agent, architect, engineer and the like.

#### 5.6 Changes, Addenda, Withdrawals

The Parish reserves the right to change the Schedule of Events or issue Addenda to the Quote Request at any time. The Parish also reserves the right to cancel or reissue the Quote Request.

If the Respondent needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Respondent, cross-referenced clearly to the relevant quote section, prior to the quote opening. Such shall meet all requirements for the quote.

#### 5.7 Withdrawal of Quote

A Respondent may withdraw a quote that has been submitted at any time up to the quote closing date and time. To accomplish this, a written request signed by the authorized representative of the Respondent must be submitted to the Procurement Department.

#### 5.8 Material in the Quote Request

Quotes shall be based only on the material contained in this Quote Request. The Quote Request includes official responses to questions, addenda, and other material, which may be provided by the Parish pursuant to the Quote Request.

#### 5.9 Waiver of Administrative Informalities

The Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any quote.

#### 5.10 Quote Rejection

Issuance of this Quote Request in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject any or all quotes submitted or to cancel this Quote Request if it is in the best interest of the Parish to do so.

#### 5.11 Ownership of Quote

All materials (paper content only) submitted in response to this request become the property of the Parish. Selection or rejection of a quote does not affect this right. All quotes submitted will be retained by the Parish and not returned to Respondents. Any copyrighted materials in the quotes are not transferred to the Parish.

#### 5.12 Cost of Offer Preparation

The Parish is not liable for any costs incurred by prospective Respondents or Contractors prior to issuance of or entering into a contract. Costs associated with developing the quote, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to the Quote Request are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by the Parish.

#### 5.13 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

#### 5.14 Taxes

Any taxes, other than state and local sales and use taxes, from which the Parish is exempt, shall be assumed to be included within the Respondent's cost.

#### 5.15 Quote Validity

All quotes shall be considered valid for acceptance until such time an award is made, unless the Respondent provides for a different time period within its quote. However, the Parish reserves the right to reject a quote if the Respondent's acceptance period is unacceptable and the Respondent is unwilling to extend the validity of its quote.

#### 5.16 Prime Contractor Responsibilities

The selected Respondent shall be required to assume responsibility for all items and services offered in his quote whether or not he produces or provides them. The Parish shall consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### 5.17 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this Quote Request. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements. Respondents may submit a quote in response to this Quote Request, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the Parish urges the prime Contractor to use Louisiana Contractors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the Parish.

Information required of the prime Contractor under the terms of this Quote Request, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance. Nothing in the contract documents shall create any contractual relationship between the Parish and any subcontractor or other person or organization having a direct contract with the Contractor, nor shall it create any obligation on the part of the Parish to pay or to see to the payment of any monies due any subcontractor.

The Contractor shall indemnify and hold harmless the Parish and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the Contractor's failure to bind every subcontractor and Contractor's surety to all of the applicable terms and conditions of the contract documents.

#### 5.18 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Respondents who submit quotes determined to be reasonably susceptible of being selected for award; however, the Parish reserves the right to enter into an Agreement without further discussion of the quote submitted based on the initial offers received. Any such written or oral discussion shall be initiated by the Parish.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the quotes submitted. Any such written or oral

discussions/presentations shall be initiated by the Parish. Quotes may be accepted without such discussions.

#### 5.19 Acceptance of Quote Content

The mandatory Quote Request requirements shall become contractual obligations if a contract ensues. Failure of the successful Respondent to accept these obligations shall result in the rejection of the quote.

#### 5.20 Evaluation and Selection

All responses received as a result of this Quote Request are subject to evaluation for the purpose of selecting the Respondent with whom the Parish shall contract.

The Parish may reject all quotes if none is considered in the best interest of the Parish.

#### 5.21 Contract Negotiations

If for any reason the Respondent whose quote is most responsive to the Parish's needs, price and other evaluation factors set forth in the Quote Request considered, does not agree to a contract, that quote shall be rejected and the Parish may negotiate with the next lowest responsive Respondent. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Procurement Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

#### 5.22 Contract Award and Execution

The Parish reserves the right to enter into a contract without further discussion of the quote submitted based on the initial offers received.

The Quote Request, including any addenda, and the quote of the selected Contractor will become part of any contract initiated by the Parish.

Respondents are discouraged from submitting their own standard terms and conditions with their quotes. Respondents should address the specific language in the sample contract in Attachment "B" of this Quote Request and submit any exceptions or deviations the Respondent wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Respondent fails to sign the contract within **ten calendar** days of delivery of it, the Parish may elect to cancel the award and award the contract to the next lowest responsive Respondent.

The Parish intends to award to a single Respondent.

In accordance with Louisiana Law, all Corporations (See LA R.S. 12:26.1) and Limited Liability Companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a contract.

#### 5.23 Notice of Intent to Award

Upon review and approval of the issuing department's recommendation for award, the Procurement Department will issue a "Notice of Intent to Award" letter to the apparent successful Respondent. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the Parish, the Parish may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Respondent.

The Procurement Department will also notify all unsuccessful Respondent as to the outcome of the procurement process.

#### 5.24 Affidavits

Awarded Contractor shall execute affidavits attesting compliance with LSA-R.S. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, concurrent with execution of the contract. Such affidavits are attached hereto as Attachment "F".

#### 5.25 Insurance Requirements

The Contractor shall comply with all insurance requirements of the Parish as contained in Attachment "D". The cost of such insurance shall be paid by the Contractor and shall be included in the Respondent's quote. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance policies prior to the commencing of any work. Contractor shall furnish the Parish with certificates of insurance effecting coverage(s) required by the Quote Request (see Attachment "D"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. If the Contractor fails to furnish the Parish with the insurance protection required and begins work without first furnishing the Parish the Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and deduct the cost of insurance from the first payment due the Contractor. Further deductions are permitted from future payments as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies. The Parish reserves the right to require complete certified copies of all required policies, at any time.

The insurance companies issuing the policy or policies shall have no recourse against the Parish for payment of any premiums or for assessments under any form of policy.

Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.

All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.

Policy coverages and limits must be evidenced by Certificates of Insurance issued by Contractor's carrier to the Parish and shall reflect:

Date of Issue: Certificate must have current date.

<u>Named Insured</u>: The legal name of Contractor under contract with the Parish and its principal place of business shall be shown as the named insured on all Certificates of Liability Insurance.

<u>Name of Certificate Holder</u>: St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434.

<u>Project Description</u>: A brief project description, including Project Name, Project Number and/or contract Number, and Location.

<u>Endorsements and Certificate Reference</u>: All policies must be endorsed to provide, and certificates of insurance must evidence the following:

<u>Waiver of Subrogation:</u> The Contractor's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. *Policy endorsements required for all coverages*.

<u>Additional Insured:</u> The Parish of St. Tammany shall be named as additional named insured with respect to general liability, marine liability, pollution/environmental liability, automobile liability and excess liability coverages. *Policy endorsements required.* 

<u>Hold Harmless:</u> Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification in favor of St. Tammany Parish Government by referencing same on the face of the Certificate(s) of Insurance.

<u>Cancellation Notice</u>: Producer shall provide thirty (30) days prior written notice to the Parish of policy cancellation or substantive policy change.

The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the contract, include, but is not limited to:

- <u>Commercial General Liability</u> insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence/\$2,000,000 General Aggregate/Products-Completed Operations <u>Per Project</u>. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
  - a) Premises operations;
  - b) Broad form contractual liability;
  - c) Products and completed operations;
- d) Personal Injury;
- e) Broad form property damage;
- f) Explosion and collapse.
- 2. <u>Marine Liability/Protection and Indemnity</u> insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability.
- 3. <u>Contractors' Pollution Liability and Environmental Liability</u> insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 aggregate providing full contractual liability and third party claims coverage for bodily injury, property damage, defense, and cleanup as a result of pollution and environmental conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the Contractor.

If coverage is provided on a claims-made basis, coverage will at least be retroactive to the earlier of the date of the contract or the commencement of contractor services in relation to the work and the policy will offer an extended discovery clause of at least three years.

If written either on an occurrence or claims made basis, this coverage will be maintained through the renewal of this insurance to cover a loss arising out of the completed operations of the insured for a period of at least 3 years after the work is accepted as complete by the property owner or this contract is terminated.

- 4. <u>Business Automobile Liability</u> insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
  - a) Any automobiles;
  - b) Owned automobiles;
  - c) Hired automobiles;
  - d) Non-owned automobiles;
  - e) Uninsured motorist.
- 5. <u>Workers' Compensation/Employers Liability</u> insurance: workers' compensation insurance coverage and limits as statutorily required; Employers' Liability Coverage shall be not less than \$500,000 each accident, \$500,000 each disease, \$500,000 disease policy aggregate, except when projects include exposures covered under the United States Longshoremen and Harbor Workers Act, Maritime and/or Jones Act and/or Maritime Employers Liability (MEL) limits shall be not less than \$1,000,000/\$1,000,000. Coverage for owners, officers and/or partners in any way engaged in the project shall be included in the policy and a statement of such shall be made by the insuring producer on the face of the certificate.
- 6. <u>Owner Protective Liability (OPL) (formerly Owner and Contractors Protective Liability (OCP) Insurance</u>) shall be furnished by the Contractor naming St. Tammany Parish Government as the <u>Named Insured</u> and shall provide coverage

in the minimum amount of \$1,000,000 combined single limit (CSL) each occurrence, \$2,000,000 aggregate. Any project valued in excess of \$3,000,000 shall be set by the Office of Risk Management. The policy and all endorsements shall be addressed to St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434.

- 7. <u>Builder's Risk Insurance</u> written on an "all-risk" or equivalent policy form shall be furnished by Contractor and carried which said insurance shall be in the full value, plus the value of subsequent contract modifications, if any, and cost of materials supplied or installed by others, comprising 100% total value. Deductibles should not exceed \$5,000 and Contractor shall be responsible for any and all policy deductibles. This insurance shall cover portions of the work stored off the site, and also portions of the work in transit.
- 8. <u>Installation Floater Insurance</u>, on an "all-risk" form, shall be furnished by Contractor and carried on this project for the full value of the materials, machinery, equipment and labor for each location. The Contractor shall be responsible for any and all policy deductibles. The Installation Floater Insurance shall provide coverage for property owned by others and include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors and shall terminate only when the Project has been accepted. St. Tammany Parish Government, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the Installation Floater Insurance.

Both the Builder's Risk Insurance and the Installation Floater Insurance shall include the interests of the Owner, Contractor, Subcontractors, and subsubcontractors and shall terminate only when the Project has been accepted. St. Tammany Parish Government, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the Builder's Risk and Installation Floater Insurance.

- 9. Contractor's Professional Liability (errors and omissions) insurance in the sum of at least One Million Dollars (\$1,000,000) per claim with Two Million Dollars (\$2,000,000) annual aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred. A claims-made form may be acceptable by the Parish under the following conditions: 1) the retroactive date must be placed prior to or coinciding with the effective date of the contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND 2) certification is provided that the liability policy contains an Extended Reporting Period "tail" providing continuation of coverage for at least twenty-four (24) months following the completion of Contractor's services/work.
- 10. An umbrella policy or excess policy may be required and/or allowed to meet minimum coverage limits, subject to the review and approval by St. Tammany Parish Government, Office of Risk Management.

All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be

or becomes unsatisfactory to the Parish as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish, the Contractor shall promptly obtain a new policy, timely submit same to the Parish for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by Contractor. In the event that Parish cannot agree or otherwise authorize said carrier, Contractor shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Contractor and thereafter deduct from Contractor's fee the cost of such insurance.

Upon failure of Contractor to furnish, deliver and/or maintain such insurance as above provided, the contract, at the election of the Parish, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to maintain insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Contractor concerning indemnification.

Contractor shall maintain a current copy of all annual insurance policies and provide same to the Parish as may be reasonably requested.

It shall be the responsibility of Contractor to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Contractor. Contractor shall further ensure the Parish is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project, and that renewal certificates for any policies expiring prior to the Parish's final acceptance of the project shall be furnished to St. Tammany Parish Government, Office of Risk Management, without prompting.

<u>NOTICE:</u> These are only an indication of the coverages that are generally required. Additional coverages and/or limits may be required for projects identified as having additional risks or exposures. Please note that some requirements listed may not necessarily apply to your specific services. St. Tammany Parish Government reserves the right to remove, replace, make additions to and/or modify any and all of the insurance requirement language upon review of the final scope of services presented to St. Tammany Parish Government, Office of Risk Management prior to execution of a contract for services.

> For inquiries regarding insurance requirements, please contact: St. Tammany Parish Government Office of Risk Management P. O. Box 628 Covington, LA 70434 Telephone: 985-898-5226 Email: riskman@stpgov.org

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under the contract.

#### 5.26 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

#### 5.27 Indemnification and Limitation of Liability

#### 5.27.1 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

#### 5.27.2 Contractor Liability

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

#### 5.27.3 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

#### 5.27.4 Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

#### 5.27.5 Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including

attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

#### 5.28 Payment

#### 5.28.1 Payment for Services

Monthly certificates for partial payment, in a form approved by the Parish, shall be transmitted to the Parish upon receipt from the Contractor and acceptance by the Parish. When the contract price is less than five hundred thousand dollars (\$500,000), these certificates shall be equal to ninety percent (90%) of both the work performed and materials stored at the site. Partial payment certificates shall include only work, materials and equipment that are included in an official work order and which meet the requirements of plans, specifications and contract documents. These monthly estimates shall show the amount of the original estimate for each item, the amount due on each item, the gross total, the retained percentage, the amount previously paid and the net amount of payment due.

After final completion and acceptance by the Parish of the entire work, the Parish shall issue to the Contractor a Certificate of Payment in a sum sufficient to increase total payments to ninety percent (90%) of the contract price.

The final payment certificate of the remaining ten percent (10%) of the contract price, minus any deduction for deficient or defective Work or other applicable deductions, will be issued by the Parish forty-five (45) days after filing acceptance in the Mortgage Office of the Parish and a Clear Liens and Privilege Certificate has been secured. Before issuance of the final payment certificate, the Contractor shall deposit with the Parish a certificate from the Clerk of Court and Ex-Officio

Recorder of Mortgages from the Parish in which the work is performed to the effect that no liens have been registered against contract work.

When, in the opinion of the Contractor, the work provided for and contemplated by the contract documents has been substantially completed, the Contractor shall notify the Parish in writing that the work is substantially complete and request a final inspection. The Parish shall proceed to perform such final inspection accompanied by the Contractor. Any and all work found by this inspection to be defective or otherwise not in accordance with the plans and specifications shall be corrected to the entire satisfaction of the Parish and at the sole expense of the Contractor. If the contract is found to be incomplete in any of its details, the Contractor shall at once remedy such defects, and payments shall be withheld and formal acceptance delayed until such work has been satisfactorily completed.

If payment is requested on the basis of materials and equipment not incorporated in the work, but delivered and suitably stored and protected from damage and theft at the site, the Request for Payment shall also be accompanied by such data, satisfactory to the Parish, as will establish Parish's title to the material and equipment and protect its interest therein, including applicable insurance.

Each subsequent Request for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Request for Payment.

Each subsequent request for payment shall include an affidavit by Contractor that Contractor, all subcontractors, agents, material suppliers and all other persons supplying material to the project upon which State of Louisiana and/or St. Tammany sales taxes are lawfully due have paid these taxes and that all supplies and materials purchased for this project and for which Contractor has been paid have had all lawfully due State and/or St. Tammany sales taxes paid.

The Quote Request (with the Respondent's quote), unless otherwise modified in writing, and the contract constitute the complete project. The contract prices constitute the total compensation payable to Contractor and the cost of all of the work and materials, taxes, permits and incidentals must be included into the quote submitted by the Contractor and included into those items listed on the Quote Request.

Any additional supporting data required by the Parish in order to substantiate Contractor's request for payment shall be furnished by Contractor at no cost to the Parish.

The Parish may withhold from payment to Contractor as may be necessary to protect itself from loss on account of:

- (1) Defective and/or inferior work;
- (2) Damage to the property of the Parish or others caused by Contractor;
- (3) Failure by Contractor to make payments properly to subcontractors or to pay for labor, materials or equipment used on this project;
- (4) Failure by Contractor to pay taxes due on materials used on this project;
- (5) Damage by Contractor to another Contractor;
- (6) Insolvency;
- (7) Bankruptcy, voluntary or involuntary;
- (8) Revocation of corporate status;
- (9) Failure to follow corporate formalities;

- (10) Unprofessional activities;
- (11) Unworkmanlike performance; and/or
- (12) Fraud and/or misrepresentation of any kind.

#### 5.28.2 Acceptance and Final Payment(s)

Upon receipt of written notice from Contractor that the work is substantially complete and usable by the Parish in a suitable manner, the Parish and the Contractor shall jointly inspect the work.

If the Parish by inspection determines that the work is not substantially complete in a suitable manner for its use, then the Parish shall so notify the Contractor in writing stating such reason. All reasons need not be disclosed unless actually known. The Parish is afforded an opportunity to amend said notices as are reasonably possible.

If the Parish by its inspection determines that the work is substantially complete, it shall prepare a list of all items not satisfactorily completed and shall notify the Contractor in writing that the work is substantially complete and subject to satisfactory resolution of those items on the list (punch list). Punch lists may be amended from time to time by the Parish in the event that additional deficiencies are discovered. Any punch list generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, material, and equipment costs of correcting each punch list items. The design professional shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The contract agency shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five (45) day lien period.

Upon determination of substantial completeness with the punch list, the contract time is interrupted and the Contractor is given a reasonable time not to exceed thirty (30) consecutive calendar days to effect final completion by correcting or completing all of those items listed on the punch list. If the items on the punch list are not completed in a satisfactory manner within the thirty-day period, then the contract time will begin to run again and will include for purposes of determining liquidated damages the thirty-day period the grace period being withdrawn.

Upon receipt by the Parish of written determination that all work embraced by the contract has been completed in a satisfactory manner, the Parish shall provide a written acceptance to the Contractor who shall record the Parish's written acceptance with the recorder of Mortgages, St. Tammany Parish. The Contractor shall properly prepare, submit and pay for all costs associated with said acceptance. The Contractor is also responsible for preparation, re-submission and payment of any and all updated certificates.

Retainage monies, minus those funds deducted in accordance to the requirements of this agreement, shall be due Contractor not earlier than forty-six (46) calendar days after recordation of certificate of the Parish's acceptance provided the following:

Contractor shall prepare, secure, pay for and submit clear lien and privilege certificate, signed and sealed by Clerk of Court or Recorder of Mortgages, Parish of St. Tammany and dated at least forty-six (46) days after recordation of certificate of acceptance;

Ensure that the official representative of the Parish has accepted as per LSA-R.S. 38:2241.1, et seq. and that all following subsections have been properly satisfied as per law;

Ensure that all signatures are affixed and that there exists the requisite authority for all signatures;

Ensure accurate and proper legal descriptions;

Properly identify all parties and/or signatories;

Properly identify all mailing addresses;

Correctly set for the amount of the contract, together with all change orders;

Set out a brief description of the work performed;

Reference to any previously recorded contract, lien or judgment inscription that may affect the property;

Certification that substantial completion has occurred, together with any applicable date(s);

Certification that no party is in default and/or that the project has been abandoned.

After securing the clear lien and privilege certificate the Contractor shall prepare its final application for payment and submit to the Parish. The Parish shall approve application for payment, or state its objections in writing and forward to Contractor for resolution.

#### 5.29 Termination

#### **5.29.1** Termination of the Contract for Cause

The Parish may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of the contract, provided that the Contractor shall give the Parish written notice specifying the Parish's failure and a reasonable opportunity for the Parish to cure the defect.

#### 5.29.2 Termination of the Contract for Convenience

The Parish may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### 5.29.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish Council. If the Parish Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### 5.29.4 Effects of Termination

Upon receipt of notice from the Parish that the contract has been terminated, the Contractor shall immediately discontinue all operations. The Parish may then proceed with the work in any lawful manner that it may elect until the work is finally completed.

The exclusive right is reserved to the Parish to take possession of any machinery, implements, tools or materials of any description that shall be found upon the work, to account for said equipment and materials, and to use same to complete the project. When the work is finally completed, the total cost of same will be computed. If the total cost is less than the contract price, the difference will not be paid to the Contractor or its surety.

In case of termination, all expenses incident to ascertaining and collecting losses under the bond, including legal services, shall be assessed against the bond.

If the work should be stopped under any order of any court or public authority for period of sixty (60) calendar days, through no act or fault of the Contractor or anyone employed by it, or if the Parish shall fail to pay the Contractor within a reasonable time any sum certified by the Parish, then the Contractor may, upon thirty (30) calendar days written notice to the Parish, stop work or terminate the contract and recover from the Parish payment for all work properly and professionally executed in a workmanlike manner. This loss specifically includes actual cost of materials and equipment, together with all wages inclusive of all federal, state, and local tax obligations. This loss specifically includes reimbursement of all insurances on a pro-rata basis from the date of termination to date of policy period. This loss excludes and specifically does not include recovery by the Contractor for lost profit, indirect & direct expenses, overhead, and the like.

#### 5.29.5 Default of Contractor

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

#### 5.30 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

#### 5.31 No Guarantee of Quantities

The quantities referenced in the Quote Request are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the quote.

The Parish does not obligate itself to contract for or accept more than its actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

#### 5.32 Audit of Records

The Parish Auditor, state auditors, federal auditors or others so designated by the Parish, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after Project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

#### 5.33 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

#### 5.34 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

#### 5.35 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this Quote Request and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish and shall, upon request, be returned by Contractor to the Parish, at Contractor's expense, at termination or expiration of the contract.

#### 5.36 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the Quote Request and/or the Contractor's quote, the inconsistency shall be resolved by giving precedence first to the final contract, then to the Quote Request and subsequent addenda (if any) and finally, the Contractor's quote.

#### 5.37 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this Quote Request shall be made without the prior written approval of the Parish. If any additional work is performed by the Contractor without such written approval, the cost of the work will be borne solely by the Contractor and will not be reimbursed by the Parish.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract and/or change order.

#### 5.38 Substitution of Personnel

The Parish intends to include in any contract resulting from this Quote Request the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's quote.

#### 5.39 Governing Law

All activities associated with this Quote Request process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and specifications listed in this Quote Request. Jurisdiction and venue for any suit filed in connection with this Quote Request process and contract shall be exclusive to the 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany, State of Louisiana.

#### 5.40 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### 5.41 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

#### 5.42 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### 5.43 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

#### 5.44 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

#### ATTACHMENT "A"

## Quote Pricing Sheet Mandeville Library Branch Renovations Quote#25-1-1

Contractor agrees to abide by all St. Tammany Parish Government (Parish) General Conditions (furnished upon request), and acknowledges receipt of and has reviewed a copy of the Parish's Insurance Requirements (as attached) and agrees to maintain such insurance coverage(s) throughout the duration of the project, as well as for any subsequent warranty periods. If awarded the project, Contractor agrees that no work is to commence under any circumstance until the Contractor is provided a notice to proceed by the Parish.

Contractor must acknowledge all addenda. Enter the number the Parish has assigned to each of the addenda that the Contractor is acknowledging. The Contractor acknowledges receipt of the following:

ADDENDA:

Contractor:			
Address Line 1:			
Address Line 2:			
City:	State:	Zip:	
Phone:	Email:		
Total quote amount (Dolla	rs): \$		
Total quote amount (Writt	en):		
Contractor Signature:		Date:	
Contractor Printed Name:			
Contractor Email:			

Page
$\vdash$
of
μ

V.4 - Revised 3-1-11

Wording for "description" is to be provided by the Owner. All Quantities Estimated. The Contractor will be paid based upon actual quantities as verified by the Owner.

REF NO.:	Descript	REF NO.:	Descript	Alternate #1	REF NO.:	Descript	1	REF NO.:	Descript	UNIT PRICES: This form shall be used for any &
QUANTITY	ion: 🗹 BASE QUOTE 0	QUANTITY	ion: BASE QUOTE 0	1	QUANTITY	ion: BASE QUOTE 0	1	QUANTITY	ion: BASE QUOTE 0	all work required by the Quote
UNIT OF MEASURE	R 🗆 ALT	UNIT OF MEASURE	R 🗆 ALT	LS	UNIT OF MEASURE	R 🗹 ALT	LS	UNIT OF MEASURE	R 🗖 ALT	e Documents & described as u
UNIT PRICE		UNIT PRICE			UNIT PRICE	Add Install New Walk-off Ca Exisiting Quarry Tile Floor		UNIT PRICE	Mandeville Library Branch I	nit prices. Amounts shall be s
UNIT PRICE EXTENSION (Quantity times unit price)		UNIT PRICE EXTENSION (Quantity times unit price)			UNIT PRICE EXTENSION (Quantity times unit price)	rpet Tile Inside Building Reception Area over		UNIT PRICE EXTENSION (Quantity times unit price)	Renovations	tated in figures & only in figures.

St. Tammany Parish Government

TO:

21454 Koop Drive, Suite 2F

Mandeville, LA. 70471
OWNER TO PROVIDE NAME AND ADDRESS OF OWNER)

Quote FOR: 25-1-1

Mandeville Library Branch Renovations

(OWNER TO PROVIDE PROJECT NAME & OTHER IDENTIFYING INFO)

QUOTE UNIT PRICE FORM

**QUOTE FOR:** 

Attachment B

Bond No.:

#### **CONTRACT AGREEMENT**

#### **BETWEEN PARISH AND CONTRACTOR**

# BY: ST. TAMMANY PARISH GOVERNMENT

WITH:

UNITED STATES OF

AMERICA

**STATE OF LOUISIANA** 

**ST. TAMMANY PARISH** 

This agreement is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_,

20\_\_\_, by and between: «txtREQCompanyName», hereinafter called the "Contractor", whose business address is «txtREQAddress», «txtREQCity», «txtREQState» «txtREQZip» and the St. Tammany Parish Government, hereinafter called the "Parish", whose business address is P.O. Box 628, Covington, LA 70434 (collectively, the "Parties") for «txtPROJECTNAME» project. Witnessed that the Contractor and the Parish, in consideration of premises and the mutual covenants, consideration and agreement herein contained, agree as follows:

#### 1. SCOPE OF SERVICES

The Contractor shall furnish all labor and materials and perform all of the work required to build, construct and/or complete in a thorough and workmanlike manner:

«txtScopeSummary»

#### 2. CONSTRUCTION DOCUMENTS

It is recognized by the Parties herein that said Construction Documents, including by way of example and not of limitation, the plans and Specifications, General Conditions, Supplementary General Conditions, any addenda thereto, the drawings (if any), and the bid, quote or other procurement documents impose duties and obligations upon the Parties herein, and said Parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full. Copies of the aforementioned Construction Documents are in the possession of both the Contractor and the Parish for reference.

#### **3. TIME FOR COMPLETION**

The work shall be commenced on a date to be specified in a written order of the Parish and shall be completed within «intCompletionTime» calendar days from and after said date.

#### 4. COMPENSATION TO BE PAID TO THE CONTRACTOR

The Parish will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of «curREQGrandTotal» dollars.

#### 5. PERFORMANCE AND PAYMENT BOND

To these presents personally came and intervened \_\_\_\_\_\_\_, (Name of Attorney in Fact) herein acting for \_\_\_\_\_\_\_, a corporation organized \_\_\_\_\_\_\_, and existing under the laws of the State of \_\_\_\_\_\_\_, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this Contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his company, as surety for the said Contractor, unto the said Parish, up to the sum of «curREQGrandTotal». The condition of this performance and payment bond

shall be that should the Contractor herein not perform the Contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Parish from all costs and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have fulfilled obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example, workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said surety agrees and is bound to so perform the Contract and make said payment(s).

Contractor and Parish specifically agree to and recognize (1) the statutory employer relationship existing between the Parish and any employees performing work under this Contract as employees of the Contractor or employees of the "Sub-Contractor", and (2) that the work performed by the employees of the Contractor and the employees of the "Sub-Contractor" is part of the Parish's business, occupation or trade and is essential to the ability of the Parish to generate their products or services, all of which is in accordance with LSA-R.S. 23:1061, and as may be amended.

#### 6. LIABILITY AND INDEMNIFICATION

#### A. Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

#### **B.** Contractor Liability

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

#### C. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

#### **D.** Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents,

Bond No.:\_\_\_\_

employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

#### E. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

#### 7. MODIFICATION OF CONTRACT TERMS

Provided that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Parish of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the Parish or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

#### 8. TERMINATION, CANCELLATION, AND SUSPENSION

#### A. Termination

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Contractor and accepted by the Parish, and all payments required to be made to the Contractor have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

1) By mutual agreement and consent of the Parties hereto;

- 2) By the Parish as a consequence of the failure of the Contractor to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Contractor;
- By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Contractor shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Contractor shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Contractor's personal and administrative files.

Bond No.:\_

#### B. Cancellation

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (8)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

#### C. Suspension

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Contractor with thirty (30) days' notice. The Parish will also supply Contractor thirty (30) days' notice that the work is to be reinstated and resumed in full force. Contractor shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period.

Bond No.:\_

The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

- D. Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.
- E. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

Bond No.:\_\_\_

- **F.** Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- **G.** As to the filing of voluntary or involuntary bankruptcy by Contractor, Contractor agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Contractor is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Contractor as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

#### 9. RECORDATION OF CONTRACT

Contractor authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law.

#### **10. AUTHORITY TO ENTER CONTRACT**

The undersigned representative of Contractor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Contractor is a member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity, the Parish requires, as an additional provision, that Contractor supply a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a managing member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

Bond No.:\_\_\_\_\_

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in <u>One (1)</u> counterpart, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

CONTRACTOR:
Signature
Print Name
Title
Date

Bond No.:
-----------

WITNESSES:	ST. TAMMANY PARISH GOVERNMENT:
Signature	Michael B. Cooper
Print Name	Parish President
Signature	Date
Print Name APPROVED BY:	
Assistant District Attorney	(Surety)
Civil Division	Signature
Date	Print Name

## ATTACHMENT "C"

"Omitted"

Attachment D



## **INSURANCE REQUIREMENTS\***

Construction Project: Library Mandeville Branch Renovations Project/Quote/Bid#: 25-1-1

## <u>\*\*\*IMPORTANT – PLEASE READ\*\*\*</u>

# Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.

These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
  - 1. <u>Waiver of Subrogation</u>: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
  - 2. <u>Additional Insured</u>: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
  - 3. <u>Payment of Premiums</u>: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
  - 4. <u>Project Reference</u>: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

#### The insurance coverages checked ( $\checkmark$ ) below are those required for this Contract.



- <u>Commercial General Liability\*</u> insurance Occurrence Form with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
  - a) Premises operations;
  - b) Broad form contractual liability;
  - c) Products and completed operations;
  - d) Personal/Advertising Injury;
  - e) Broad form property damage (for Projects involving work on Parish property);
  - f) Explosion, Collapse and Damage to underground property.
  - g) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.
- 2. <u>Business Automobile Liability\*</u> insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
  - a) Any auto; or
  - b) Owned autos; and
  - c) Hired autos; and
  - d) Non-owned autos.
- 3. <u>Workers' Compensation/Employers Liability insurance\*</u> Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy. The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.
- 4. <u>Pollution Liability and Environmental Liability\*</u> insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, the following conditions apply:

- the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
  - a) continued renewal certificates OR
  - b) a 24 month Extended Reporting Period

\*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

Insurance Requirements - Library Mandeville Branch Renovations

5. <u>Contractor's Professional Liability/Errors and Omissions\*</u> insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred.

If coverage is provided on a claims-made basis, the following conditions apply:

- the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
  - a) continued renewal certificates OR
  - b) a 24 month Extended Reporting Period

\*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

Marine Liability/Protection and Indemnity\* insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence / \$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability

\*Excess/Umbrella Liability insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

- <u>Owners Protective Liability (OPL)</u> shall be furnished by the Contractor and shall provide coverage in the minimum amount of \$1,000,000 CSL each occurrence / \$1,000,000 aggregate. <u>St. Tammany Parish</u> <u>Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.</u>
- 8. <u>Builder's Risk Insurance</u> written as an "all-risk" policy providing coverage in an amount at or greater than one hundred percent (100%) of the completed value of the contracted project. Any contract modifications increasing the contract cost will require an increase in the limit of the Builder's Risk policy. Deductibles should not exceed \$5,000 and Contractor shall be responsible for all policy deductibles. This insurance shall cover materials at the site, stored off the site, and in transit. The Builder's Risk Insurance shall include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. <u>St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be named as a Loss Payee on the policy.</u>
- Installation Floater Insurance, on an "all-risk" form, shall be furnished by Contractor and carried for the full value of the materials, machinery, equipment and labor for <u>each location</u>. The Contractor shall be responsible for all policy deductibles. The Installation Floater Insurance shall provide coverage for property owned by others and include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. <u>St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be named as a Loss Payee on the policy.</u>

Insurance Requirements - Library Mandeville Branch Renovations

- D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
- F. Provider shall maintain a current copy of all annual insurance policies and agrees to provide a certificate of insurance to the Parish on an annual basis or as may be reasonably requested for the term of the contract or any required Extended Reporting Period. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.
- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

#### St. Tammany Parish Government Attn: Risk Management P O Box 628 Covington, LA 70434

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

# \*<u>NOTICE</u>: St. Tammany Parish Government reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.

Any inquiry regarding these insurance requirements should be addressed to:

St. Tammany Parish Government Office of Risk Management P O Box 628 Covington, LA 70434 Telephone: 985-898-5226 Email: riskman@stpgov.org

Insurance Requirements - Library Mandeville Branch Renovations

#### Attachment E

### AFFIDAVIT PURSUANT TO LSA-R.S. 38:2224 and 38:2227 FOR BIDDERS FOR PUBLIC WORKS CONTRACTS

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

**BEFORE ME**, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

- That affiant is appearing on behalf of \_\_\_\_\_\_, who is seeking a public contract with St. Tammany Parish Government.
- 2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
- 3. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.
- If affiant is a sole proprietor, that after July 2, 2010, he/she has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).
- 5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or *nolo contendere* to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).
- 6. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the Contract is not under the supervision or jurisdiction of the public servant's agency.
- 7. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

Printed Name:	
Title:	
Entity name: _	

# THUS SWORN TO AND SUBSCRIBED BEFORE ME, THIS\_\_\_\_\_\_, DAY OF \_\_\_\_\_\_, 202\_.

**Notary Public** 

Print Name:

Notary I.D./Bar No.: \_\_\_\_\_\_ My commission expires: \_\_\_\_\_\_

#### AFFIDAVIT PURSUANT TO LA R.S. 38:2212.10 CONFIRMING REGISTRATION AND PARTICIPATION IN A STATUS VERIFICATION SYSTEM

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

**BEFORE ME**, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

- 1. That affiant is appearing on behalf of \_\_\_\_\_\_, a private employer seeking a bid or a contract with St. Tammany Parish Government for the physical performance of services within the State of Louisiana.
- 2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and
- 3. That affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- 4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

Printed Name:	
Title:	
Name of Entity:	

#### THUS SWORN TO AND SUBSCRIBED BEFORE ME,

THIS\_\_\_\_\_, DAY OF \_\_\_\_\_, 202\_\_.

**Notary Public** 

### Attachment F

## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF INCORPORATED.

AT THE MEETING OF DIRECTORS OF

INCORPORATED, DULY NOTICED AND HELD ON

A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT

, BE AND IS HEREBY

APPOINTED, CONSTITUTED AND DESIGN ATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FU LL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF ST. TAMMANY OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTINGEACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.



I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

#### **Certificate of Insurance Instructions**

The below information is intended to guide Contractors on what information is needed to be listed on the Certificate of Insurance. All Insurance limit requirements can be found in Attachment D.

- Certificate Holder STPG must be listed as the certificate holder, and it must include our address of: P.O. Box 628, Covington, LA 70434
  - Reason: the certificate holder is where cancellations of coverage, or updated certificates are mailed. If a vendor terminates a policy, we will be notified.
- Additional Insured We must be named as an additional insured so that if there is a lawsuit
  against the vendor for a project, their coverage will cover STPG as well if we are named in the
  lawsuit.
  - We must be named in the Description of Operations box reason: there could be other additional insureds, and we want to have no doubt that we are one of the additional insureds.
  - We must be named as additional insured on the following coverages: General liability, Auto Liability, Umbrella/Excess Liability, Environmental/Pollution Liability.
  - Professional Liability policies do not allow for an additional insured by most carriers.
- **Project Name & Contract #** We need this listed in the Description of Operations, again so that if there is a lawsuit, we have proof that coverage was active for that project.
- **Waiver of Subrogation** This can either be listed in the Description of Operations or checked off in the appropriate columns.

From the Insurance Requirement form:

<u>Waiver of Subrogation</u>: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.

- **Owners Protective Liability (OPL) or (OCP)** Certificate of Insurance for OCP names St. Tammany Parish Government as the Insured and the Certificate Holder.
- Sample of Certificate of Insurance (COI) can be found on page 2.
- Please refer to this section in the package labeled "Insurance Requirements" for limits required for this project

Any questions regarding insurance requirements please contact the Risk Department at 985-898-5226 or email riskman@stpgov.org



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the the terms and conditions of the policy, certain policies may require an encortificate holder in liqu of such and reamont(c)	policy(ies) must be endorsed. If SUBROGATION IS WAIVED, ndorsement. A statement on this certificate does not confer right	subject to ghts to the		
PRODUCER	CONTACT			
	PHONE FAX			
	E-MAIL (A/C, NO):			
		NAIC #		
		NAIO #		
INSURED				
	INSURER C ·			
	INSURER D :			
	INSURER E :			
	INSURER F :			
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA	VE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLI	CY PERIOD		
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO W ED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL T BEEN REDUCED BY PAID CLAIMS.	VHICH THIS THE TERMS,		
INSR ADDL SUBR LTR TYPE OF INSURANCE INSR WVD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS			
GENERAL LIABILITY	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$			
	MED EXP (Any one person) \$			
	PERSONAL & ADV INJURY \$			
	GENERAL AGGREGATE \$			
GEN'L AGGREGATE LIMIT APPLIES PER:	PRODUCTS - COMP/OP AGG \$			
POLICY PRO- JECT LOC	\$			
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident) \$			
ANY AUTO	BODILY INJURY (Per person) \$			
ALL OWNED SCHEDULED AUTOS	BODILY INJURY (Per accident) \$			
HIRED AUTOS NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$			
	\$			
	EACH OCCURRENCE \$			
EXCESS LIAB CLAIMS-MADE	AGGREGATE \$			
DED RETENTION \$	\$			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC STATU- OTH- TORY LIMITS ER			
	E.L. EACH ACCIDENT \$			
(Mandatory in NH)	E.L. DISEASE - EA EMPLOYEE \$			
DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$			
	Schedule if more snace is required			
Project Name: Contract #:				
(Name St. Tammany Parish Government as an additional insured).				
CERTIFICATE HOLDER	CANCELLATION			
St. Tammany Parish Government P.O. Box 628	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Covington, LA 70434	AUTHORIZED REPRESENTATIVE			

© 1988-2010 ACORD CORPORATION. All rights reserved.

## Table of Contents

#### Section

Number TITLE

Section Description

COVER STPG QUOTE PACKAGE

#### **DIVISION 1 - GENERAL REQUIREMENTS**

PART I: OVERVIEW PART II: SCOPE OF WORK / SERVICES PART III: EVALUATION PART IV: PERFORMANCE STANDARDS PART V: GENERAL PROVISIONS Attachment "A" - Pricing Sheet and Project Specifications Attachment "B" - Sample Contract Attachment "C" - Signage Instructions Attachment "D" - Insurance Requirements Attachment "E" - Affidavits Attachment "F" - Sample Corporate Resolution Attachment "G" - Sample Certificate of Insurance Attachment "H" - Library Specifications Attachment "I" - Library Drawings 011000 SUMMARY 012300 ALTERNATES 012500 SUBSTITUTION PROCEDURES 012600 CONTRACT MODIFICATION PROCEDURES 012900 PAYMENT PROCEDURES 013100 PROJECT MANAGEMENT AND COORDINATION

- 013300 SUBMITTAL PROCEDURES
- 015000 TEMPORARY FACILITIES AND CONTROLS
- 017300 EXECUTION
- 017329 CUTTING AND PATCHING 017700 CLOSEOUT PROCEDURES

#### **DIVISION 02 - EXISTING CONDITIONS**

024119 SELECTIVE DEMOLITION

#### **DIVISION 3 – CONCRETE**

030500 HYDROPHOBIC WATERPROOFING

#### **DIVISION 4 – MASONRY**

Not Used

#### **DIVISION 5 - METALS**

Not Used

#### **DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**

061000 ROUGH CARPENTRY 061600 SHEATHING

#### **DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

072100 THERMAL INSULATION 073113 ASPHALT SHINGLE ROOFING 075999 ROOFING GUARANTEE 076200 SHEET METAL FLASHING AND TRIM 079200 JOINT SEALANTS

#### **DIVISION 08 - OPENINGS**

084100 IMPACT-RESISTANT STOREFRONT 084229 SLIDING AUTOMATIC ENTRANCES

#### **DIVISION 9 - FINISHES**

092400 PORTLAND CEMENT PLASTERING (STUCCO)092900 GYPSUM BOARD096816 CARPETING099100 PAINTING

#### **DIVISION 10 - SPECIALTIES**

102113 TOILET COMPARTMENTS

#### **DIVISION 11 – EQUIPMENT**

Not Used

#### **DIVISION 12 - FURNISHINGS**

123640 STONE COUNTERTOPS

#### **DIVISION 13 - SPECIAL CONSTRUCTION**

Not Used

#### **DIVISION 14 - CONVEYING EQUIPMENT**

Not Used

#### **DIVISION 15 – MECHANICAL SYSTEMS**

See drawings for Mechanical Systems Specifications.

#### **DIVISION 16 – ELECTRICAL**

See drawings for Electrical and Data Systems Specifications

#### **DIVISION 27 - COMMUNICATIONS**

See drawings for Communications and Data Systems Specifications

#### **DIVISION 28 - ELECTRONIC SAFETY AND SECURITY**

Not Used

#### **DIVISION 31 - EARTHWORK**

Not Used

#### **DIVISION 32 - EXTERIOR IMPROVEMENTS**

321313 CONCRETE PAVING 329300 PLANTING

#### **DIVISION 33 – UTILITIES**

Not Used

#### SECTION 011000 - SUMMARY

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Use of premises.
  - 3. Owner's occupancy requirements.
  - 4. Work Restrictions.
  - 5. Specification formats and conventions.

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: STP LIBRARY MANDEVILLE BRANCH RENOVATIONS.
  - 1. Project Location: 844 Girod Street, Mandeville, LA 70471.
- B. Owner: ST. TAMMANY PARISH GOVERNMENT.
  - 1. Owner's Representative: Laura B. Gatlin, PMP, STPG Project Management Supervisor.
- C. Architect: K. Vaughan Sollberger, Jr., KVS Architecture
- D. Project will be constructed under a single prime contract.

#### E. The Scope of Work for the STP Library – Mandeville Branch Renovations includes:

- 1. Temporary Facilities to serve the Library during the Construction Period,
- 2. Removal and replacement of entire front entrance feature as indicated on drawings,
- 3. Installation of new entrance feature including wood framing, asphalt shingle roofing, wood fascia and soffits, impact rated storefronts, automatic entrances, and new carpet tile flooring,
- 4. Removal and replacement of concrete flatwork and subsurface drainage at front entrance,
- 5. New landscaping and landscape features at front entrance,
- 6. Renovations of existing women's and men's restrooms,
- 7. Selective new doors and hardware,
- 8. New computer and data wiring,
- 9. New mini-split HVAC in Data Closet,
- 10. Adjustment to building electrical, hvac, and plumbing systems associated with the work.
- 11. Alternate #1 to furnish and install Walk Off Carpet Tiles in the existing Reception Area on top of the existing quarry tiles. See Drawing 1/A2.4.
- F. General: Contractor shall have limited use of premises for construction operations with the exception of front entrance. All interior work is to be coordinated with STPL to minimize disruption and construction noise during normal hours of operation.

- G. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Owner Occupancy: Allow for occupancy of existing building and parking lot. Contractor Staging Area to be behind building and coordinated during Pre-Construction.
  - 2. St. Tammany Parish Library with provide Library visitors with an alternative entrance/exit on the south side of the building to provide contractor access to the work associated with the new entrance and paved areas.
    - a. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

#### 1.3 OWNER'S OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner will occupy portions of the existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

#### 1.4 WORK RESTRICTIONS

A. Nonsmoking Building. Smoking is not permitted inside building.

#### 1.5 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
  - 1. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for

clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### SECTION 012500 - SUBSTITUTION PROCEDURES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions for products, fabrication, or installation methods.
  - 1. Substitutions shall only be considered prior to bidding and according to the terms outlined in the Contract Documents. Formal acceptance of proposed substitutions shall be distributed to bidders prior to the bid date.
  - 2. Substitution requests submitted after the bid date will only be considered when circumstances do not allow products or methods to be met as defined in the contract documents.

#### 1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Subcontractor.
  - 1. Substitutions for Cause: Changes proposed by Subcontractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Subcontractor that are not required in order to meet other Project requirements but may offer advantage to Subcontractor. Substitutions for Convenience shall be considered prior to bidding only.

#### 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by separate Subcontractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable

Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. Detailed comparison of Subcontractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time.
- h. Cost information, including a proposal of change, if any, in the Contract Sum.
- i. Subcontractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- j. Subcontractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 2. Action : If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Subcontractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials.

#### 1.5 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

#### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Subcontractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Requested substitution provides characteristics that specified product provided.
    - c. Substitution request is fully documented and properly submitted.
    - d. Requested substitution will not adversely affect Subcontractor's construction schedule.
    - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - f. Requested substitution is compatible with other portions of the Work.
    - g. Requested substitution has been coordinated with other portions of the Work.
    - h. Requested substitution provides specified warranty.
    - i. If requested substitution involves more than one subcontractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all subcontractors involved.
- B. Substitutions for Convenience: Not allowed.

EXECUTION (Not Used)

#### SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

#### 1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

#### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

- 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- 4. Include costs of labor and supervision directly attributable to the change.
- 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

#### 1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on Owner's Change Order Forms.

#### 1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### SECTION 012900 - PAYMENT PROCEDURES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets, Submittals Schedule and Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Refer to Specification Manual Item #6, Schedule of Values.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Owner's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Submit draft of AIA Document G703 Continuation Sheets for review prior to submittal of first application for payment for Owner and Architect review. Make adjustments to G703 Continuation Sheets as instructed by Owner and Architect.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - 6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  - 7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

- a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- 8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of Values.
  - 3. Contractor's Construction Schedule (preliminary if not final).
  - 4. Schedule of unit prices.
  - 5. Submittals Schedule (preliminary if not final).
  - 6. List of Contractor's staff assignments.
  - 7. List of Contractor's principal consultants.
  - 8. Copies of building permits.
  - 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 10. Initial progress report.
  - 11. Report of preconstruction conference.
  - 12. Certificates of insurance and insurance policies.
  - 13. Information listed in Paragraph 7.1 of the Supplementary Conditions.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - 6. AIA Document G707, "Consent of Surety to Final Payment."
  - 7. Evidence that claims have been settled.
  - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  - 9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination Drawings.
  - 2. Project meetings.
  - 3. Requests for Interpretation (RFIs).
  - 4. General coordination procedures.
- B. Related Requirements:
  - 1. Section 013200 "Construction Progress Documentation" for procedures for preparing and coordinating Contractor's construction schedule.
  - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

#### 1.2 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

#### 1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

- 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Preparation of Subcontractor List.
  - 4. Installation and removal of temporary facilities and controls.
  - 5. Delivery and processing of submittals.
  - 6. Progress meetings.
  - 7. Preinstallation conferences.
  - 8. Project closeout activities.
  - 9. Startup and adjustment of systems.
  - 10. Project closeout activities.

#### 1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
  - 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
  - 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
  - 3. Number of Copies: Submit two opaque copies of each submittal. Architect will return one copy.
  - 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

#### 1.5 **PROJECT MEETINGS**

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

- 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
- 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Notice to Proceed. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for RFIs.
    - g. Procedures for testing and inspecting.
    - h. Procedures for processing Applications for Payment.
    - i. Distribution of the Contract Documents.
    - j. Submittal procedures.
    - k. Preparation of Record Documents.
    - 1. Use of the premises.
    - m. Work restrictions.
    - n. Owner's occupancy requirements.
    - o. Responsibility for temporary facilities and controls.
    - p. Construction waste management and recycling.
    - q. Parking availability.
    - r. Office, work, and storage areas.
    - s. Equipment deliveries and priorities.
    - t. First aid.
    - u. Security.
    - v. Progress cleaning.
    - w. Working hours.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

- a. The Contract Documents.
- b. Options.
- c. Related RFIs.
- d. Related Change Orders.
- e. Purchases.
- f. Deliveries.
- g. Submittals.
- h. Review of mockups.
- i. Possible conflicts.
- j. Compatibility problems.
- k. Time schedules.
- l. Weather limitations.
- m. Manufacturer's written recommendations.
- n. Warranty requirements.
- o. Compatibility of materials.
- p. Acceptability of substrates.
- q. Temporary facilities and controls.
- r. Space and access limitations.
- s. Regulations of authorities having jurisdiction.
- t. Testing and inspecting requirements.
- u. Installation procedures.
- v. Coordination with other work.
- w. Required performance results.
- x. Protection of adjacent work.
- y. Protection of construction and personnel.
- 3. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
  - 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:

- 1) Interface requirements.
- 2) Sequence of operations.
- 3) Status of submittals.
- 4) Deliveries.
- 5) Off-site fabrication.
- 6) Access.
- 7) Site utilization.
- 8) Temporary facilities and controls.
- 9) Work hours.
- 10) Hazards and risks.
- 11) Progress cleaning.
- 12) Quality and work standards.
- 13) Status of correction of deficient items.
- 14) Field observations.
- 15) RFIs.
- 16) Status of proposal requests.
- 17) Pending changes.
- 18) Status of Change Orders.
- 19) Pending claims and disputes.
- 20) Documentation of information for payment requests.
- c. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

#### 1.6 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
  - 1. Project name.
  - 2. Date.
  - 3. Name of Contractor.
  - 4. Name of Architect.
  - 5. RFI number, numbered sequentially.
  - 6. Specification Section number and title and related paragraphs, as appropriate.
  - 7. Drawing number and detail references, as appropriate.
  - 8. Field dimensions and conditions, as appropriate.
  - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 10. Contractor's signature.

- 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. Hard-Copy RFIs:
  - 1. Identify each page of attachments with the RFI number and sequential page number.
- D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
  - 1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly. Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were dropped and not submitted.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received.
  - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  - 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### SECTION 013300 - SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. See Division 01 Section "Quality Requirements" for submitting test and inspection reports.
- C. See Division 01 Section "Closeout Procedures" for submitting warranties.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

- 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
- 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Identification: Identify each submittal on submittal schedule.
  - 1. Indicate name of firm or entity that prepared each submittal on transmittal.
  - 2. Notify and record Contractor's review and approval markings and action taken by Architect.
  - 3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - 1. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked "NO OBJECTIONS."
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals with mark indicating "NO OBJECTIONS" taken by Architect.

#### 1.4 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

1. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project.

#### PART 2 - PRODUCTS

#### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Manufacturer's catalog cuts.
    - e. Wiring diagrams showing factory-installed wiring.
    - f. Printed performance curves.
    - g. Operational range diagrams.
    - h. Compliance with specified referenced standards.
    - i. Testing by recognized testing agency.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings is otherwise permitted.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.
    - i. Notation of coordination requirements.
    - j. Notation of dimensions established by field measurement.
    - k. Relationship to adjoining construction clearly indicated.
    - 1. Seal and signature of professional engineer if specified.
    - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
- 2. Identification: Attach label on unexposed side of Samples that includes the following:
  - a. Generic description of Sample.
  - b. Product name and name of manufacturer.
  - c. Sample source.
  - d. Number and title of appropriate Specification Section.
- 3. Disposition: Maintain sets of approved Samples at Project site, available for qualitycontrol comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.
- F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.

#### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1. NO OBJECTION, NO OBJECTION EXCEPT AS NOTED, REVISE AND RESUBMIT.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

#### SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. See Division 01 Section "Execution" for progress cleaning requirements.

#### 1.2 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service: Owner's electric power service and electricity is available for use without metering and without payment of use charges, and may be used by all entities for construction operations.

#### PART 2 - PRODUCTS

2.1 MATERIALS (Not Used)

#### 2.2 TEMPORARY FACILITIES

A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

#### PART 3 - EXECUTION

- 3.1 INSTALLATION, GENERAL
  - A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

- 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to private system indicated as directed by authorities having jurisdiction.
- C. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
  - 1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

#### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
  - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

#### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Site Enclosure Fence: Not required.
- B. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

#### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

#### SECTION 017300 - EXECUTION

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. General installation of products.
  - 2. Progress cleaning.
  - 3. Starting and adjusting.
  - 4. Work Sequence.
  - 5. Protection of installed construction.
  - 6. Correction of the Work.
- B. See Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

#### PART 2 - EXECUTION

#### 2.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

#### 2.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

## 2.4 INSTALLATION

- D. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- E. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- F. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- G. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- H. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- I. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- J. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
  - 1. Allow for building movement, including thermal expansion and contraction.
  - 2. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- K. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- L. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

#### 2.5 PROGRESS CLEANING

- M. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- N. Site: Maintain Project site free of waste materials and debris.
- O. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- P. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- Q. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- R. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- S. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- T. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- U. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- V. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

#### 2.6 STARTING AND ADJUSTING

- W. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- X. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- Y. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- Z. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

## 2.7 PROTECTION OF INSTALLED CONSTRUCTION

- AA. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- BB. Comply with manufacturer's written instructions for temperature and relative humidity.

#### 2.8 CORRECTION OF THE WORK

- CC. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- DD. Restore permanent facilities used during construction to their specified condition.
- EE. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- FF. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- GG. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

## SECTION 017329 - CUTTING AND PATCHING

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. See Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

#### 1.2 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. Products: List products to be used and firms or entities that will perform the Work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
  - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
  - 7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

#### 1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
  - 1. Structural Concrete.
  - 2. Steel Building Frame.
  - 3. Existing bearing walls.

- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
  - 1. Building Utilities.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

## 1.4 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

#### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

- 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
- 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

## SECTION 017700 - CLOSEOUT PROCEDURES

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Warranties.
  - 3. Final cleaning.
- B. See Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### 1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 8. Complete startup testing of systems.
  - 9. Submit test/adjust/balance records.
  - 10. Roof Warranties.
  - 11. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 12. Advise Owner of changeover in heat and other utilities.
  - 13. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

- 14. Complete final cleaning requirements, including touchup painting.
- 15. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

## 1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  - 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 4. Submit pest-control final inspection report and warranty.
  - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

#### 1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

#### 2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

#### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- g. Sweep concrete floors broom clean in unoccupied spaces.
- h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- j. Remove labels that are not permanent.
- k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- 1. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Replace parts subject to unusual operating conditions.
- n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- q. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

## SECTION 024119 - SELECTIVE DEMOLITION

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of selected portions of building or structure.
  - 2. Demolition and removal of selected site elements.

#### 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.3 SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.

#### 1.4 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA/DEQ notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Predemolition Conference: Conduct conference at Project site.

#### 1.5 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
- D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

## 1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

## 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Arrange to shut off indicated utilities with utility companies.
  - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

## 3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

- 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

#### 3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

## 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA/DEQ-approved landfill.
  - 1. Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

## 3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

## SECTION 030500 - HYDROPHOBIC CONCRETE WATERPROOFING

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes hydrophobic concrete admixtures for waterproofing and corrosion protection consisting of the following:
  - 1. Concrete overlayment and curbs at New Entrance Feature.
  - 2. Mortar cement.
  - 3. Underlayment grout.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for each type and color of proposed hydrophobic concrete admixture waterproofing materials.
- C. Mix Designs: For each type of concrete admixtures. Include description of type and proportions of ingredients.

#### 1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Waterproof Concrete Admixture Manufacturer will have a minimum of 5 years of experience on projects of similar scope.
- B. Installer Qualifications: Experienced in work of the type specified in this section and acceptable to waterproofing manufacturer.
- C. Preinstallation Meeting: Before installation, conduct a meeting with the Contractor, waterproofing installer, installers of adjacent work and work penetrating waterproofing, and the waterproofing manufacturer's representative to verify project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer' warranty requirements; notify the Owner and Architect/Engineer at least one week in advance of meeting.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store materials protected from exposure to harmful weather conditions and at temperature conditions recommended by manufacturer.

#### 1.5 PROJECT CONDITIONS

A. Manufacturer's Warranty: Provide manufacturer's standard warranty document executed by authorized company official; warranty period: 5 years commencing on Date of Substantial Completion.

## PART 2 – PRODUCTS

- 2.1 MANUFACTURERS
- A. Hycrete, Inc., Hycrete Endure CP.
- B. Xypex Chemical Corp. Xypex Admix C-2000.
- C. Approved Equal.
- 2.2 MATERIALS
- A. Manufacturers proprietary compound, commonly of Portland cement, silica sand and active chemicals, mixed with water in proportions recommended by manufacturer to achieve the specified coverage with application method used.

1. Location for hydrophobic concrete admixture waterproofing is setting bed beneath all exterior CMU walls. Refer to drawings for locations and details.

#### PART 3 – EXECUTION

#### 3.1 MIXING AND PLACING

- A. Comply with manufacturers requirements for adding, mixing, and batching of waterproofing admixture as mixed to produce setting bed slurry. Coordinate installation with General Contractor, and CMU masonry subcontractor.
- B. For for meeting specific project requirements or where the concrete mix design contains higher than 25 percent Type F fly ash content or includes a Portland cement/slag cement/type C fly ash blend, consult with manufacturer or its authorized representative to determine appropriate dosage rates.
- C. Make and test trial mixes under project conditions to determine setting time and strength of concrete; obtain manufacturer's recommendations regarding mix design, project conditions, and dosage rate.

#### 3.2 FIELD QUALITY CONTROL

A. Do not cover admixture treated concrete with other construction until it has been observed by manufacturer's field representative and Architect/Engineer.

- B. After removal of forms, patch and repair honeycombing, rock pockets, tie holes, faulty construction joints, cold joints, and cracks using waterproofing admixture manufacturer's recommended procedures.
- C. Manufacturer's Field Services: Provide manufacturer's field service consisting of product use recommendations and periodic site visits for inspection of concrete batching and product installation in accordance with manufacturer's instructions.
- D. Examination for Defects: Do not conceal slurry bed joints before it has been observed by Architect/Engineer, waterproofing manufacturer's representative or other designated entities. Concrete shall be examined for structural defects such as honeycombing, rock pockets, tie holes, faulty construction joints, cold joints and cracks larger than 1/64 inch. Such defects to be repaired in accordance with manufacturer's repair procedures as noted above.

## 3.3 CLEANING AND PROTECTION

- A. Protect installed concrete and mortar from damage during construction.
- B. Mortar / Grout must be cured in accordance with manufacturers instructions prior to applying paint or other coatings.

## SECTION 061000 - ROUGH CARPENTRY

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Framing with dimension lumber.
  - 2. Wood blocking, cants, and nailers.
  - 3. Wood furring and grounds.

#### PART 2 - PRODUCTS

#### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
  - 3. Provide dressed lumber, S4S, unless otherwise indicated.

## 2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPA C2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
  - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.

- 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
- 3. Wood floor plates that are installed over concrete slabs-on-grade.

## 2.3 DIMENSION LUMBER FRAMING

- A. Maximum Moisture Content: 19 percent.
- B. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade of any species.
- C. Framing Other Than Non-Load-Bearing Interior Partitions: Construction or No. 2 grade and any of the following species:
  - 1. Southern pine; SPIB.
  - 2. Mixed southern pine; SPIB.
  - 3. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
- D. Framing Other Than Non-Load-Bearing Interior Partitions: Any species and grade with a modulus of elasticity of at least 1,000,000 psi and an extreme fiber stress in bending of at least 850 psi for 2-inch nominal thickness and 12-inch nominal width for single-member use.

#### 2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
  - 3. Furring.
  - 4. Grounds.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 19 percent maximum moisture content of any species.
- C. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
  - 1. Mixed southern pine, No. 2 grade; SPIB.

#### 2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified.
  - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
- B. Power-Driven Fasteners: NES NER-272.
- C. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

#### ROUGH CARPENTRY

## 2.6 METAL FRAMING ANCHORS

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include the following:
  - 1. Alpine Engineered Products, Inc.
  - 2. Cleveland Steel Specialty Co.
  - 3. Harlen Metal Products, Inc.
  - 4. KC Metals Products, Inc.
  - 5. Simpson Strong-Tie Co., Inc.
  - 6. Southeastern Metals Manufacturing Co., Inc.
  - 7. USP Structural Connectors.
- B. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- C. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.

#### 2.7 MISCELLANEOUS MATERIALS

A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch nominal thickness, compressible to 1/32 inch; selected from manufacturer's standard widths to suit width of sill members indicated.

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- D. Do not splice structural members between supports, unless otherwise indicated.
- E. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- F. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

- 1. NES NER-272 for power-driven fasteners.
- 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

## 3.2 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

#### SECTION 061600 - SHEATHING

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Roof Sheathing
  - 2. Building wrap.
  - 3. Flexible flashing at openings in sheathing.

## 1.2 DELIVERY, STORAGE, AND HANDLING

A. Stack plywood and other panels flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

#### PART 2 - PRODUCTS

- 2.1 WOOD PANEL PRODUCTS, GENERAL
  - A. Plywood: DOC PS 1.

#### 2.2 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWPA C9.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat items indicated on Drawings and plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

#### 2.3 ROOF SHEATHING

A. Plywood Roof Sheathing: Exterior, Structural I sheathing, 5/8" CDX.

#### 2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated.
  - 1. For wall and roof sheathing panels, provide fasteners with corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.

## 2.5 WEATHER-RESISTANT SHEATHING PAPER

- A. Building Paper: ASTM D 226, Type 1 (No. 30 asphalt-saturated organic felt), unperforated.
- B. Building Wrap: ASTM E 1677, Type I air retarder; with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested according to ASTM E 84; UV stabilized; and acceptable to authorities having jurisdiction.
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dow Chemical Company (The); Styrofoam Weathermate Plus Brand Housewrap.
    - b. DuPont (E. I. du Pont de Nemours and Company); Tyvek CommercialWrap.
    - c. Pactiv, Inc.; GreenGuard Classic Wrap.
    - d. Raven Industries Inc.; Rufco-Wrap.
  - 2. Water-Vapor Permeance: Not less than 152 g through 1 sq. m of surface in 24 hours per ASTM E 96, Desiccant Method (Procedure A).
- C. Building-Wrap Tape: Tape recommended by building-wrap manufacturer.

#### 2.6 MISCELLANEOUS MATERIALS

A. Flexible Flashing: Self-adhesive, rubberized-asphalt compound, bonded to a high-density, polyethylene film to produce an overall thickness of not less than 0.025 inch.

## PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Securely attach to substrate by fastening as indicated, complying with the following:
  - 1. NES NER-272 for power-driven fasteners.
  - 2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."
- B. Coordinate sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that exclude exterior moisture.
- C. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

#### 3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial."
  - 1. Comply with "Code Plus" installation provisions in guide referenced in paragraph above.

- B. Fastening Methods: Fasten panels as indicated below:
  - 1. Combination Subfloor-Underlayment:
    - a. Glue and nail to wood framing.
    - b. Screw to cold-formed metal framing.
  - 2. Roof Sheathing:
    - a. Nail to wood framing. Apply a continuous bead of glue to framing members at edges of wall sheathing panels.
    - b. Screw to cold-formed metal framing.

#### 3.3 WEATHER-RESISTANT SHEATHING-PAPER INSTALLATION

- A. General: Cover sheathing with weather-resistant sheathing paper as follows:
  - 1. Cut back barrier 1/2 inch on each side of the break in supporting members at expansionor control-joint locations.
  - 2. Apply barrier to cover vertical flashing with a minimum 4-inch overlap, unless otherwise indicated.
- B. Building Paper: Apply horizontally with a 2-inch overlap and a 6-inch end lap; fasten to sheathing with galvanized staples or roofing nails.
- C. Building Wrap: Comply with manufacturer's written instructions.
  - 1. Seal seams, edges, fasteners, and penetrations with tape.
  - 2. Extend into jambs of openings and seal corners with tape.

#### 3.4 FLEXIBLE FLASHING INSTALLATION

- A. Apply flexible flashing where indicated to comply with manufacturers written instructions.
  - 1. Lap seams and junctures with other materials at least 4 inches, except that at flashing flanges of other construction, laps need not exceed flange width.
  - 2. Lap flashing over weather-resistant building paper at bottom and sides of openings.
  - 3. Lap weather-resistant building paper over flashing at heads of openings.
  - 4. After flashing has been applied, roll surfaces with a hard rubber or metal roller.

## SECTION 072100 - THERMAL INSULATION

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Unfaced sound attenuation insulation.
  - 2. Located in all new walls, and all wall and ceiling cavities that become opened during the course of this construction contract.

#### 1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

#### PART 2 - PRODUCTS

#### 2.1 GLASS-FIBER BLANKET INSULATION

- A. Manufacturers:
  - 1. CertainTeed Corporation.
  - 2. Guardian Fiberglass, Inc.
  - 3. Johns Manville.
  - 4. Knauf Fiber Glass.
  - 5. Owens Corning.
- B. Unfaced, Glass-Fiber Blanket Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.
- C. Where glass-fiber blanket insulation is indicated by the following thicknesses, provide blankets in batt or roll form with thermal resistances indicated:
  - 1. 3-1/2 inches thick with a thermal resistance of R-11.
  - 2. 5-1/2 inches thick with a thermal resistance of R-19.

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.

- B. Install insulation that is undamaged, dry, and unsolled and that has not been left exposed at any time to ice, rain, and snow.
- C. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Water-Piping Coordination: If water piping is located within insulated exterior walls, coordinate location of piping to ensure that it is placed on warm side of insulation and insulation encapsulates piping.
- E. For preformed insulating units, provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

#### 3.2 INSTALLATION OF GENERAL BUILDING INSULATION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- B. Seal joints between foam-plastic insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant as recommended by insulation manufacturer.
- C. Install glass-fiber insulation in cavities formed by framing members according to the following requirements:
  - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
  - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
  - 3. Maintain 3-inch clearance of insulation around recessed lighting fixtures.
  - 4. Install eave ventilation troughs between roof framing members in insulated attic spaces at vented eaves.
  - 5. For metal-framed wall cavities where cavity heights exceed 96 inches, support unfaced blankets mechanically and support faced blankets by taping stapling flanges to flanges of metal studs.
  - 6. For wood-framed construction, install mineral-fiber blankets according to ASTM C 1320 and as follows:
    - a. With faced blankets having stapling flanges, secure insulation by inset, stapling flanges to sides of framing members.
    - b. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.

# 3.3 INSTALLATION OF INSULATION IN CEILINGS AND WALLS FOR SOUND ATTENUATION

A. Install 3-inch- thick, unfaced glass-fiber blanket insulation above ceilings and at partitions as indicated in drawings.

## SECTION 073113 - ASPHALT SHINGLES

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Asphalt shingles.
  - 2. Underlayment.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed product and for each color and blend specified.

#### 1.3 WARRANTY

- A. Special Warranty: Standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period.
  - 1. Material Warranty Period: 25 years from date of Substantial Completion, prorated, with first five years nonprorated.
  - 2. Algae-Discoloration Warranty Period: Asphalt shingles will not discolor ten years from date of Substantial Completion.

## PART 2 - PRODUCTS

#### 2.1 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Multitab-Strip Asphalt Shingles: ASTM D 3462, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide products by one of the following:
    - a. CertainTeed.
    - b. GAF.
    - c. Johns Manville.
  - 2. Tab Arrangement: Three tabs, regularly spaced.
  - 3. Cutout Shape: Square.
  - 4. Butt Edge: Straight cut.
  - 5. Strip Size: Manufacturer's standard sizes.
  - 6. Algae Resistance: Granules treated to resist algae discoloration.
  - 7. Color and Blends: As selected by Architect from manufacturer's full range.

B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

## 2.2 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226 asphalt-saturated organic felts, nonperforated.
- B. Self-Adhering Sheet Underlayment, High Temperature(Manufacturer's recommended ice and water shield): Minimum of 30-mil thick, slip-resisting, polyethylene-film-reinforced top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release paper backing; cold applied. LOCATED AT ALL NEW ROOF AND TIE-IN AREAS.
  - 1. Thermal Stability: Stable after testing at 240 deg F; ASTM D 1970.
  - 2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F; ASTM D 1970.

#### 2.3 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch-diameter, smooth shank, sharp-pointed, with a minimum 3/8-inch- diameter flat head and of sufficient length to penetrate 3/4 inch into solid wood decking or extend at least 1/8 inch through OSB or plywood sheathing.
  - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Felt Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized-steel wire with lowprofile capped heads or disc caps, 1-inch minimum diameter.

#### 2.4 METAL FLASHING AND TRIM

- A. General: Comply with requirements in Division 07 Section "Sheet Metal Flashing and Trim."
  - 1. Sheet Metal: Zinc-tin alloy-coated steel.
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item.

## PART 3 - EXECUTION

#### 3.1 UNDERLAYMENT INSTALLATION

A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.

- B. Single-Layer Felt Underlayment: Install on roof deck parallel with and starting at the eaves. Lap sides a minimum of 2 inches over underlying course. Lap ends a minimum of 4 inches. Stagger end laps between succeeding courses at least 72 inches Fasten with felt underlayment nails.
  - 1. Install felt underlayment on roof deck not covered by self-adhering sheet underlayment. Lap sides of felt over self-adhering sheet underlayment not less than 3 inches in direction to shed water. Lap ends of felt not less than 6 inches over self-adhering sheet underlayment.
  - 2. Install fasteners at no more than 36 inch o.c.

#### 3.2 METAL FLASHING INSTALLATION

- A. General: Install metal flashings and other sheet metal to comply with requirements in Division 07 Section "Sheet Metal Flashing and Trim."
  - 1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

## 3.3 ASPHALT SHINGLE INSTALLATION

- A. General: Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip with tabs removed at least 7 inches wide with self-sealing strip face up at roof edge.
  - 1. Extend asphalt shingles 1/2 inch over fasciae at eaves and rakes.
  - 2. Install starter strip along rake edge.
- C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- D. Fasten asphalt shingle strips with a minimum of six roofing nails located according to manufacturer's written instructions.
  - 1. Where roof slope is less than 4:12, seal asphalt shingles with asphalt roofing cement spots.
  - 2. When ambient temperature during installation is below 50 deg F, seal asphalt shingles with asphalt roofing cement spots.
- E. Open Valleys: Cut and fit asphalt shingles at open valleys, trimming upper concealed corners of shingle strips. Maintain uniform width of exposed open valley from highest to lowest point.
- F. Ridge and Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.

1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

## SECTION 074600 - CEMENT BOARD SIDING

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes fiber-cement siding boards, flush panels, soffits, fascia, horizontal and vertical trim.
  - 1. Fiber Cement Siding and Trim System as indicated in drawings.
  - 2. New siding system is to be in accordance with IBC 2021, 130mph Basic Wind Speed.
  - 3. Contractor and Siding Manufacturer are required to provide Owner with Manufacturer's 10 year product warranty.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For siding including related accessories.
- C. Qualification Data: For qualified siding Installer.
- D. Product certificates.
- E. Product test reports.
- F. Research/evaluation reports.
- G. Maintenance data.
- H. Warranty: Sample of special warranty.

#### 1.3 QUALITY ASSURANCE

- A. Labeling: Provide fiber-cement siding that is tested and labeled according to ASTM C 1186 by a qualified testing agency acceptable to authorities having jurisdiction.
- B. Obtain each type, color, texture, and pattern of siding, including related accessories, from single source from single manufacturer.
- C. Preinstallation Conference: Conduct conference at Project site prior to selective demolition of existing damaged siding.

#### 1.4 WARRANTY

A. Special Warranty: Standard form in which manufacturer agrees to repair or replace siding that fail(s) in materials or workmanship within specified warranty period.

1. Warranty Period: Ten (10) years from date of Substantial Completion.

#### 1.5 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish full lengths of siding including related accessories, in a quantity equal to 2 percent of amount installed.

## PART 2 - PRODUCTS

#### 2.1 FIBER-CEMENT SIDING

- A. General: ASTM C 1186, Type A, Grade II, fiber-cement board, noncombustible when tested according to ASTM E 136; with a flame-spread index of 25 or less when tested according to ASTM E 84.
  - 1. Subject to compliance with requirements, provide siding from one of the following manufacturers:
    - a. James Hardie HZ10 Basis-of-Design.
    - b. GAF WeatherSide.
    - c. Nichiha.
    - d. Allura Plycem.
  - 2. Horizontal Siding: Boards 6-1/4 inches wide in Smooth Lap Siding.
  - 3. Corner Boards and Fascias: 5/4 inch Smooth Boards for configurations shown in drawings.
  - 4. Soffits: 1/4" inch Vented Smooth Soffit.
  - 5. Factory Finish: Manufacturer's standard prefinished color, primed and prepared for field-painted finish.

#### 2.2 ACCESSORIES

- A. Siding Accessories, General: Provide starter strips, edge trim, outside and inside corner caps, and other items as recommended by siding manufacturer for building configuration.
  - 1. Provide all accessories and components for complete Cement Board Siding System.
  - 2. Texture: Smooth.
- B. Fasteners:
  - 1. Horizontal Lap Sidings and Trim: No. 11 gauge 1-3/4 inches hot dipped galvanized roofing nails.

- 2. Vertical Board and Batten Sidings: No. 11 gauge 1-1/4 inches hot dipped galvanized roofing nails.
- 3. Face Nails and Concealed Nails must be fastened through existing wall studs.
- 4. Fasteners and Accessories must be in accordance with Manufacturer's project requirements.

## PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates for compliance with requirements for installation tolerances and other conditions affecting performance of siding and related accessories.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. General: Comply with siding manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
  - 1. Do not install damaged components.
  - 2. Center nails in elongated nailing slots without binding siding to allow for thermal movement.
- B. Install fiber-cement siding and related accessories.
  - 1. Install fasteners in accordance with manufacturers requirements for 10 year warranty.
- C. Install joint sealants as specified in Division 07 Section "Joint Sealants", and "Air Barriers" to produce weathertight installation.

#### 3.3 ADJUSTING AND CLEANING

- A. Remove damaged, improperly installed, or otherwise defective materials and replace with new materials complying with specified requirements.
- B. Clean finished surfaces according to manufacturer's written instructions and maintain in a clean condition during construction.

## SECTION 076200 - SHEET METAL FLASHING AND TRIM

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Manufactured reglets and counterflashing.
  - 2. Formed roof drainage sheet metal fabrications.
  - 3. Specialty Gutters, collectors, conductors, and downspouts.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
  - 1. Include details for forming, joining, supporting, and securing sheet metal flashing and trim, including pattern of seams, termination points, fixed points, expansion joints, expansion-joint covers, edge conditions, special conditions, and connections to adjoining work.
- C. Samples: For each exposed product and for each finish specified.
- D. Maintenance data.

#### 1.3 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.
- B. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
  - 1. Build mockup of typical roof eave, including built-in gutter, fascia, fascia trim, apron flashing, approximately 10 feet long, including supporting construction cleats, seams, attachments, underlayment, and accessories.
- C. Preinstallation Conference: Conduct conference at Project site.
### 1.4 WARRANTY

A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

#### 2.1 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
- B. Metallic-Coated Steel Sheet: Restricted flatness steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
  - 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation; structural quality.
  - 2. Surface: Manufacturer's standard clear acrylic coating on both sides
  - 3. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat.
  - 4. Color: As selected by Architect from manufacturer's full range.

# 2.2 UNDERLAYMENT MATERIALS

- A. Polyethylene Sheet: 6-mil- thick polyethylene sheet complying with ASTM D 4397.
- B. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
- C. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils thick, consisting of slipresisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
  - 1. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F.
  - 2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F.
- D. Slip Sheet: Building paper, 3-lb/100 sq. ft. minimum, rosin sized.

#### 2.3 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
    - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
    - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
  - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- G. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

## 2.4 REGLETS

A. Reglets: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with interlocking counterflashing on exterior face, of same metal as reglet.

## 2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
  - 1. Obtain field measurements for accurate fit before shop fabrication.
  - 2. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.

- 3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.
- C. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- E. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- F. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.

#### 2.6 ROOF DRAINAGE SHEET METAL FABRICATIONS

- A. Specialty Gutter: Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters.
  - 1. Accessories: Continuous removable leaf screen with sheet metal frame and hardware cloth screen.
- B. Collectors: Fabricate to cross section indicated, with riveted and soldered joints, complete with end pieces, outlet tubes, and other special accessories as required. Fabricate in minimum 96-inch- long sections. Fabricate expansion joints and accessories from same metal as gutters unless otherwise indicated.
  - 1. Accessories: Continuous removable leaf screen with sheet metal frame and hardware cloth screen.
  - 2. Fabricate from the following materials:
    - a. 24 Ga. Prefinished Metal.
- C. Downspouts: Fabricate round downspouts complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors.
  - 1. Hanger Style: 2 inch strap hangers at 3ft-0in o.c.
  - 2. Fabricate from the following materials:
    - a. 24 Ga. Prefinished Metal.

## PART 3 - EXECUTION

#### 3.1 UNDERLAYMENT INSTALLATION

A. Felt Underlayment: Install felt underlayment with adhesive for temporary anchorage. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches (50 mm).

#### 3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement so that completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  - 3. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
  - 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
  - 5. Install sealant tape where indicated.
  - 6. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.
  - 1. Coat back side of sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
  - 2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- D. Fastener Sizes: Use fasteners of sizes that will penetrate metal decking and framing not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Seal joints as shown and as required for watertight construction.

- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inche, except reduce pre-tinning where pre-tinned surface would show in completed Work.
  - 1. Do not solder metallic-coated steel and aluminum sheet.
  - 2. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
  - 3. Copper Soldering: Tin edges of uncoated copper sheets using solder for copper.
- G. Rivets: Rivet joints in uncoated aluminum where indicated and where necessary for strength.

## 3.3 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Hanging Gutters: Join sections with riveted and soldered joints or with lapped joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored straps spaced not more than 36 inches apart. Provide end closures and seal watertight with sealant. Slope to downspouts.
  - 1. Install gutter with expansion joints at locations indicated, but not exceeding, 50 feet apart. Install expansion-joint caps.
  - 2. Install continuous gutter screens on gutters with noncorrosive fasteners, removable for cleaning gutters.
- C. Downspouts: Join sections with 1-1/2-inch telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches o.c. in between.

## 3.4 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.
- C. Copings: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated.
  - 1. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 24-inch centers.

- 2. Anchor interior leg of coping with washers and screw fasteners through slotted holes at 24-inch centers.
- D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with sealant.
- F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

## 3.5 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

## END OF SECTION 076200

## SECTION 079200 – JOINT SEALANTS

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Silicone joint sealants.
  - 2. Urethane joint sealants.
  - 3. Latex joint sealants.

### 1.2 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each kind and color of joint sealant required.

#### 1.3 WARRANTY

- A. Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: One year from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: One year from date of Substantial Completion.

## PART 2 - PRODUCTS

#### 2.1 SILICONE JOINT SEALANTS

- A. Mildew-Resistant Silicone Joint Sealant: ASTM C 920.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Dow Corning Corporation.
    - b. Pecora Corporation.
    - c. Sika Corporation; Construction Products Division.
    - d. Tremco Incorporated.

- 2. Type: Single component.
- 3. Grade: nonsag.
- 4. Class: 25.
- 5. Uses Related to Exposure: Nontraffic.

#### 2.2 URETHANE JOINT SEALANTS

- A. Urethane Joint Sealant: ASTM C 920.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Pecora Corporation.
    - b. Sika Corporation; Construction Products Division.
    - c. Tremco Incorporated.
  - 2. Type: Single component or multicomponent.
  - 3. Grade: Pourable or nonsag.
  - 4. Class: 25.
  - 5. Uses Related to Exposure: Traffic.

## 2.3 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: ASTM C 834.
  - 1. Manufacturers:
    - a. BASF Building Systems: Sonolac.
    - b. Pecora Corp.: AC-20 & Silicone.
    - c. Tremco Inc.: Tremflex 834.

#### 2.4 JOINT SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C 1330, Type C, closed-cell material with a surface skin and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

#### 2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
  - 1. Remove laitance and form-release agents from concrete.
  - 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

## 3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form

smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

- 1. Remove excess sealant from surfaces adjacent to joints.
- 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
- F. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

## 3.3 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.
  - 1. Joint Locations:
    - a. Isolation and control joints in cast-in-place concrete.
  - 2. Joint Sealant: Urethane.
  - 3. Joint-Sealant Color: Grey.
- B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Locations:
    - a. Joints between different materials listed above.
    - b. Perimeter joints between materials listed above and frames of doors, windows and louvers.
  - 2. Joint Sealant: Silicone.
  - 3. Joint-Sealant Color: Match Architect's sample.

END OF SECTION 079200

## SECTION 084100 - IMPACT RESISTANT STOREFRONT

# PART 1 – GENERAL

# 1.01 SUMMARY

- A. Section Includes: Coral Architectural Products as Basis-of-Design, including perimeter trims, stools, accessories, shims and anchors, and perimeter sealing of storefront framing.
  - 1. Coral Aluminum Hurricane-Resistant Framing System:
  - a. Series FL500 Framing System: 2-1/2" x 5"; Non-Thermal; Center Glazed for 9/16" laminated glass for Large Missile Impact-Resistant Glazing; Screw Spline Fabrication, Glazing Method; Interior and Exterior EPDM Gaskets Dry-glazed.

# 1.02 SYSTEM DESCRIPTION

- A. Storefront System Performance Requirements:
- 1. Wind loads: Provide framing system; include anchorage, capable of withstanding wind load design pressures of 90 P.S. F. inward 90 P.S.F. outward. The design pressures are based on the Louisiana Building Code; 2021 Edition.
- 2. Air Infiltration: Air infiltration rate shall not exceed 0.06 cfm/ft<sup>2</sup> at a (static) air pressure differential of 6.24 PSF.
- 3. Water Resistance (static): There shall be no leakage at a minimum static air pressure differential of 15% of the positive design pressure as defined by the Louisiana Building Code.
- 4. Uniform Load: A static air design load of +70/-80 P.S.F. with steel reinforcing (60" Spacing x 120" Span) or +60/-60 P.S.F. without steel reinforcing (48" Spacing x 120" Span) shall be applied in the positive and negative direction in accordance with ASTM E 330.
- 5. Impact Resistance: Large Missile, tested in accordance with Florida Building Code Protocols TAS 201, TAS 203, and ASTM E 1886/1996.
- 6. Framing System shall provide direct structural attachment to substrate through perimeter framing sections eliminating blind seal condition.

# 1.04 SUBMITTALS

- A. General: Prepare, review, approve and submit specified submittals in accordance with "Conditions of the Contract" and Division 1 Submittals Sections. Product data, shop drawings, samples and similar submittals are defined in "Conditions of the Contract."
- B. Quality Assurance/Control Submittals:
  - 1. Test Reports: Submit certified test reports showing compliance with specified performance characteristics.

# 1.05 WARRANTY

- A. Project Warranty: Refer to "Conditions of the Contract" for project warranty provisions.
- B. Manufacturer's Product Warranty: Submit, for Owner's acceptance, manufacturer's warranty for storefront system as follows:
  - 1. Warranty Period: Two (2) years from Date of Substantial Completion of the project.
- 1.06 Quality Assurance
  - A. Qualifications:

1. Installer Qualifications: Installer experienced (as determined by contractor) to perform work of this section who has specialized in the installation of work similar to that required for this project and who is acceptable to product manufacturer.

# IMPACT RESISTANT STOREFRONT

2. Manufacturer Qualifications: Manufacturer capable of providing field service representation during construction, approving acceptable installer and approving application method.

B. Pre-Installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements.

# 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Ordering: Comply with manufacturer's ordering instructions and scheduling requirements to avoid construction delays.
- B. Packing, Shipping, Handling and Unloading: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Storage and Protection: Store materials protected from exposure to harmful weather conditions. Handle storefront material and components to avoid damage. Protect storefront material against damage from elements, construction activities and other hazards before, during and after storefront installation.

# PART 2 – PRODUCTS

- 2.01 MANUFACTURERS BASIS-OF-DESIGN:
  - Coral Architectural Products, a division of Coral Industries

     a. Series: FL500 Non-Thermal Impact-Resistant Storefront System
  - b. Finish/Color: (See 2.06 Finishes)
  - c. Framing Member Profile: 2-1/2" x 5" nominal dimension; Center Glazed; Screw Spline Fabrication.
  - C. Substitutions:
  - 1. General: Refer to Division 1 Substitutions for procedures and submission requirements.
- a. Pre-Contract (Bidding Period) Substitutions: Submit written requests ten (10) days prior to bid date.
- 2. Substitution Documentation
- a. Product Literature and Drawings: Submit product literature and drawings modified to suit specific project requirements and job conditions.
- b. Certificates: Submit certificate(s) certifying substitute manufacturer, attesting to adherence to specification requirements for storefront system performance criteria.
- c. Test Reports: Submit test reports verifying compliance with each test requirement for storefront required by the project.
- d. Product Sample and Finish: Submit product sample, representative of storefront for the project, with specified finish and color.
- 3. Substitution Acceptance: Acceptance will be in written form, either as an addendum or modification.

# 2.02 MATERIALS

- A. Aluminum (Storefront and Components):
- 1. Material Standard: Extruded Aluminum, ASTM B 221, 6063-T6 alloy and temper.
- 2. Member Wall Thickness: Each framing member shall have a wall thickness sufficient to meet the specified structural requirements.
- 3. Tolerances: Reference to tolerances for wall thickness and other cross-sectional dimensions of storefront framing members are nominal and in compliance with Aluminum Association Standards and Data.

# 2.03 ACCESSORIES

- A. Fasteners: Where exposed, shall be Stainless Steel.
- B. Gaskets: Glazing gaskets shall comply with ASTM C 864 and be extruded of silicone compatible EPDM material that provides for silicone adhesion.

C. Perimeter Anchors: When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.

# 2.04 RELATED MATERIALS

- A. Sealants: Refer to Joint Treatment (Sealants) Section.
- B. Glass: Refer to Glass and Glazing Section.

# 2.05 Fabrication

- A. General:
  - 1. Fabricate components per manufacturer's installation instructions and with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.
  - 2. Accurately fit and secure joints and corners. Make joints flush, hairline and weatherproof.
  - 3. Arrange fasteners and attachments to conceal from view.

# 2.06 FINISHES

- A. Shop Finishing
  - 1. Color Anodizing Conforming to AA-M12C22A34, AAMA 611, Architectural Class II. Color Anodic Coating (Color: #20 *Dark Bronze*)

# 2.07 SOURCE QUALITY CONTROL

A. Source Quality: Provide aluminum storefront specified herein from a single source.

# PART 3 – EXECUTION

## 3.01 EXAMINATION

A. Site Verification of Conditions: Verify substrate conditions are acceptable for product installation in accordance with manufacturer's instructions. Verify openings are sized to receive specified system and sill plate is level in accordance with manufacturer's acceptable tolerances.

1. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

## 3.02 INSTALLATION

A. General: Install storefront systems plumb, level and true to line, without warp or rack of frames with manufacturer's prescribed tolerances and installation instructions. Provide support and anchor in place.

- 1. Dissimilar Materials: Provide separation of aluminum materials from sources of corrosion or electrolytic action contact points.
- 2. Glazing: Glass shall be (outside) or (inside) glazed and held in place with extruded EPDM glazing gaskets on both sides of the glass (dry-glazed).
- 3. Water Drainage: *Water deflectors shall be installed at each end of intermediate horizontal allowing infiltrated water to drain down the vertical member's glazing pocket into subsill flashing where it weeps to the exterior.*
- B. Related Products Installation Requirements:
- Glass: Refer to Division 8 Glass and Glazing Section.
   a. Reference: ANSI Z97.1, CPSC 16 CFR 1201 and GANA Glazing Manual.

# 3.03 FIELD QUALITY CONTROL

A. Manufacturer's Field Services: Upon Owner's request, provide manufacturer's field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions.

## IMPACT RESISTANT STOREFRONT

# 3.04 PROTECTION AND CLEANING

A. Protection: Protect installed product's finish surfaces from damage during construction. Protect aluminum storefront system from damage from grinding and polishing compounds, plaster, lime, acid, cement or other harmful contaminants.

B. Cleaning: Repair or replace damaged installed products. Installed products are to be cleaned in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of debris.

# END OF SECTION 08410

# SECTION 084229 - SLIDING AUTOMATIC ENTRANCES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following types of automatic entrances:
  - 1. Exterior and interior, 6-panel telescoping sliding automatic entrances.
- B. Related Sections:
  - 1. Division 7 Sections for caulking to the extent not specified in this section.
  - 2. Division 8 Section "Aluminum-Framed Entrances and Storefronts" for entrances furnished and installed separately in Division 8 Section.
  - 3. Division 8 Section "Door Hardware" for hardware to the extent not specified in this Section.
  - 4. Division 26 Sections for electrical connections provided separately, including conduit and wiring, for power to sliding automatic entrances.

#### 1.3 **REFERENCES**

- A. General: Standards listed by reference, including revisions by issuing authority, form a part of this specification section to extent indicated. Standards listed are identified by issuing authority, authority abbreviation, designation number, title or other designation established by issuing authority. Standards subsequently referenced herein are referred to by issuing authority abbreviation and standard designation.
- B. Underwriters Laboratories (UL):
  - 1. UL 325 Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems.
- C. American National Standards Institute (ANSI) / Builders' Hardware Manufacturers Association (BHMA):
  - 1. ANSI/BHMA A156.10: Standard for Power Operated Pedestrian Doors.
  - 2. ANSI/BHMA A156.5: Standard for Auxiliary Locks and Associated Products
  - 3. ANSI Z97.1: Standard for Safety Glazing Materials Used In Buildings Safety Performance Specifications And Methods Of Test.
- D. Consumer Product Safety Commission (CPSC):
  - 1. CPSC 16 CFR 1201: Safety Standard for Architectural Glazing Materials
- E. American Society for Testing and Materials (ASTM):
  - 1. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
  - 2. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate

- F. American Association of Automatic Door Manufacturers (AAADM):
- G. National Fire Protection Association (NFPA):
  - 1. NFPA 101 Life Safety Code.
  - 2. NFPA 70 National Electric Code.
- H. International Code Council (ICC):1. IBC: International Building Code
- I. Building Officials and Code Administrators International (BOCA), 1999:
- J. International Organization for Standardization (ISO):
   1. ISO 9001 Quality Management Systems
- K. National Association of Architectural Metal Manufacturers (NAAMM):
  1. Metal Finishes Manual for Architectural and Metal Products.
- L. American Architectural Manufacturers Association (AAMA):
   1. AAMA 606.1 Integral Color Anodic Finishes for Architectural Aluminum.

## 1.4 DEFINITIONS

- A. Activation Device: Device that, when actuated, sends an electrical signal to the door operator to open the door.
- B. Safety Device: Device that prevents a door from opening or closing, as appropriate.
- 1.5 PERFORMANCE REQUIREMENTS
  - A. General: Provide automatic entrance door assemblies capable of withstanding loads and thermal movements based on testing manufacturer's standard units in assemblies similar to those indicated for this Project.
  - B. Operating Range: Minus 30 deg F (Minus 34 deg C) to 130 deg F (54 deg C).
  - C. Opening-Force Requirements for Egress Doors: Force shall be adjustable; but, not more than 50 lbf (222 N) required to manually set swinging egress door panel(s) in motion.
  - D. Closing-Force Requirements: Not more than 30 lbf (133 N) required to prevent door from closing.

#### 1.6 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of the Contract and Division 1 Specification Sections.
- B. Shop Drawings: Include plans, elevations, sections, details, hardware mounting heights, and attachments to other work.
- C. Color Samples for selection of factory-applied color finishes.
- D. Closeout Submittals:
  - 1. Owner's Manual.
  - 2. Warranties.

#### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative, with certificate issued by AAADM, who is trained for installation and maintenance of units required for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer with a manufacturing facility compliant with ISO 9001.
- C. Manufacturer shall have in place a national service dispatch center providing 24 hours a day, 7 days a week, emergency call back service.
- D. Certifications: Automatic sliding door systems shall be certified by the manufacturer to meet performance design criteria in accordance with the following standards:
  - 1. ANSI/BHMA A156.10
  - 2. NFPA 101
  - 3. UL 325 listed
  - 4. IBC
  - 5. BOCA
- E. Source Limitations: Obtain automatic entrance door assemblies through one source from a single manufacturer.
- F. Product Options: Drawings indicate sizes, profiles, and dimensional requirements of automatic entrance door assemblies and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."
- G. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- H. Emergency-Exit Door Requirements: Comply with requirements of authorities having jurisdiction for automatic entrances serving as a required means of egress.

#### 1.8 PROJECT CONDITIONS

A. Field Measurements: General Contractor shall verify openings to receive automatic entrance door assemblies by field measurements before fabrication and indicate measurements on Shop

#### SLIDING AUTOMATIC ENTRANCES

Drawings.

- B. Mounting Surfaces: General Contractor shall verify all surfaces to be plumb, straight and secure; substrates to be of proper dimension and material.
- C. Other trades: General Contractor shall advise of any inadequate conditions or equipment.

# 1.9 COORDINATION

- A. Templates: Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing automatic entrances to comply with indicated requirements.
- B. Electrical System Roughing-in: Coordinate layout and installation of automatic entrance door assemblies with connections to power supplies.

## 1.10 WARRANTY

- A. Automatic Entrances shall be free of defects in material and workmanship for a period of one (1) year from the date of substantial completion.
- B. During the warranty period the Owner shall engage a factory-trained technician to perform service and affect repairs. A safety inspection shall be performed after each adjustment or repair and a completed inspection form shall be submitted to the Owner.
- C. During the warranty period all warranty work, including but not limited to emergency service, shall be performed during normal working hours.

# PART 2 - PRODUCTS

## 2.1 AUTOMATIC ENTRANCES

A. Manufacturer: Stanley Access Technologies; DuraFit<sup>™</sup> Series sliding automatic entrances.

# 2.2 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
  - 1. Headers, stiles, rails, and frames: 6063-T6.
  - 2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
  - 3. Sheet and Plate: ASTM B 209.
- B. Sealants and Joint Fillers: Performed under Division 7 Section "Joint Sealants".

# 2.3 AUTOMATIC ENTRANCE DOOR ASSEMBLIES

- A. General: Provide manufacturer's standard automatic entrance door assemblies including doors, sidelights, framing, headers, carrier assemblies, roller tracks, door operators, activation and safety devices, and accessories required for a complete installation.
- B. Sliding Automatic Entrances:
  - 1. Configuration: Four sliding panels and two full sidelights; bi-parting, telescoping.

## SLIDING AUTOMATIC ENTRANCES

- 2. Traffic Pattern: Two-way.
- 3. Emergency Breakaway Capability: Sliding panels and sidelights such that each 3-panel half breaks out as a single swinging panel.
- 4. Mounting: Between jambs.

## 2.4 COMPONENTS

- A. Framing Members: Manufacturer's standard extruded aluminum reinforced as required to support imposed loads.
  - 1. Nominal Size: 1 3/4 inch by 6 inch (44 mm by 152 mm).
  - 2. Concealed Fastening: Framing shall incorporate a concealed fastening pocket, and continuous flush insert cover, extending full length of each framing member.
- B. Stile and Rail Sliding Panels and Sidelights: Manufacturer's standard 1 1/2 inch (38 mm) thick glazed doors with extruded-aluminum tubular stile and rail members. Incorporate concealed mechanical fasteners at corners, minimum two fasteners per corner.
  - 1. Glazing Stops and Gaskets: Stops shall be integrally extruded into stiles and rails.
  - 2. Stile Design: Narrow stile; 1 inch (25 mm) nominal width; with 2 3/8 inch (60 mm) lock stiles. Stiles shall have interlocking design to secure panels, over full panel height, with doors in closed position.
  - 3. Bottom Rail Design: Minimum **10 inch** nominal height.
  - 4. Muntin Bars: None.
- C. Glazing: Provide glazing for sliding automatic entrances as follows:
  - 1. Provide safety glass complying with ANSI Z97.1 and CPSC 16 CFR 1201 for Category II materials.
  - 2. Safety Glass: 1 1/4 inch (32 mm) hermetically sealed insulated glazing units.
- D. Headers: Fabricated from extruded aluminum and extending full width of automatic entrance door units to conceal door operators, carrier assemblies, and roller tracks. Provide hinged or removable access panels for service and adjustment of door operators and controls. Secure panels to prevent unauthorized access.
  - 1. Mounting: Concealed, flush with framing.
  - 2. Capacity: Capable of supporting up to 72 lb (33 kg) per panel, up to six panels, over spans up to 9 feet (2.7 m) without intermediate supports.
- E. Carrier Assemblies and Overhead Roller Tracks: Manufacturer's standard carrier assembly that allows vertical adjustment of at least 3/16 inch (4.7 mm); consisting of high density polymer load wheels with precision steel lubricated ball-bearings, operating on an extruded aluminum roller track. Minimum two load wheels and two anti-rise load wheels for each active leaf. Minimum load wheel diameter shall be 1 1/4 inch (32 mm).
- F. Thresholds: Manufacturer's standard thresholds as indicated below:
  - 1. Continuous standard tapered extrusion square by bevel, with bevel to exterior.
  - 2. All thresholds to conform to details and requirements for code compliance.
- G. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, non-staining, nonbleeding fasteners and accessories compatible with adjacent materials.
- H. Signage: Provide signage in accordance with ANSI/BHMA A156.10.

## 2.5 DOOR OPERATORS

- A. General: Provide door operators of size recommended by manufacturer for door size, weight, and movement; for condition of exposure; and for long-term, operation under normal traffic load for type of occupancy indicated.
- B. Electromechanical Operators: Self-contained overhead unit powered by a minimum of 1/4 horsepower, permanent-magnet DC motor with gear reduction drive, microprocessor controller; and encoder.
  - Operation: Power opening and power closing.
  - 2. Features:

1.

- a. Adjustable opening and closing speeds.
- b. Adjustable open check and close check speeds.
- c. Adjustable hold-open time between 0 and 30 seconds.
- d. Obstruction recycle.
- e. On/Off switch to control electric power to operator.
- f. Energy conservation switch that reduces door-opening width.
- g. Closed loop speed control with active braking and acceleration.
- h. Adjustable obstruction recycle time delay.
- i. Self-adjusting stop position.
- j. Self-adjusting closing compression force.
- k. Onboard sensor power supply.
- 1. Onboard sensor monitoring.
- m. Optional Switch to open/Switch to close operation.
- n. Fire alarm interface, configurable to safely open or close the entrance on signal from fire alarm system.
- 3. Mounting: Concealed.
- 4. Drive System: Synchronous belt type.
- C. Electrical service to door operators shall be provided under Division 26 Electrical. Minimum service to be 120 VAC, 5 amps.

## 2.6 ELECTRICAL CONTROLS

- A. Electrical Control System: Electrical control system shall include a microprocessor controller and a high-resolution position encoder. The encoder shall monitor revolutions of the operator shaft and send signals to microprocessor controller to define door position and speed.
  - 1. The high-resolution encoder shall have a resolution of not less than 1024 counts per revolution. Systems utilizing external magnets and magnetic switches are not acceptable.
  - 2. Electrical control system shall include a 24 VDC auxiliary output rated at 1 amp.
- B. Performance Data: The microprocessor shall collect, and store performance data as follows:
  - 1. Counter: A non-resettable counter to track operating cycles.
  - 2. Event Reporting: Unit shall include non-volatile event and error recording including number of occurrences of events and errors, and cycle count of most recent events and errors.
  - 3. LED Display: Display presenting the current operating state of the controller.
- C. Controller Protection: The microprocessor controller shall incorporate the following features to ensure trouble free operation:
  - 1. Automatic Reset Upon Power Up.

## SLIDING AUTOMATIC ENTRANCES

- 2. Main Fuse Protection.
- 3. Electronic Surge Protection.
- 4. Internal Power Supply Protection.
- 5. Resetable sensor supply fuse protection.
- 6. Motor Protection, over-current protection.
- D. Soft Start/Stop: A "soft-start" "soft-stop" motor driving circuit shall be provided for smooth normal opening and recycling.
- E. Obstruction Recycle: Provide system to recycle the sliding panels when an obstruction is encountered during the closing cycle. If an obstruction is detected, the system shall search for that object on the next closing cycle by reducing door closing speed prior to the previously encountered obstruction location, and will continue to close in check speed until doors are fully closed, at which time the doors will reset to normal speed. If obstruction is encountered again, the door will come to a full stop. The doors shall remain stopped until obstruction is removed and operate signal is given, resetting the door to normal operation.
- F. Programmable Controller: Microprocessor controller shall be field programmable.
  - The following parameters may be adjusted:
    - a. Operating speeds and forces as required to meet specified ANSI/BHMA standard.
    - b. Adjustable and variable features specified.
    - c. Reduced opening position.
  - 2. Manual programming shall be available through local interface which has a two-digit display with a selection control including three push buttons.

## 2.7 ACTIVATION AND SAFETY DEVICES

- A. Combined Activation and Safety Sensors: Combined activation and safety sensors shall, in a single housing, detect motion and presence in accordance with ANSI/BHMA A156.10. Motion shall be detected using K-band microwave technology, presence by active infrared reflection technology.
  - 1. Mounting Height: Up to 11.5 feet (3.5 m) above finish floor
  - 2. Temperature Range: Between -31°F and 131°F (-35°C to 55°C) in all environmental conditions
  - 3. Relays: Form C, 50V at 0.3A for both activation and safey. Hold time of less than 0.5 seconds.
  - 4. Detection Pattern: When detection is made in the activation zone, and the entrance opens, the safety zone shall extend through the threshold on each side; creating an X-pattern. When activation and safety zones are cleared and the entrance closes the sensor will ignore the X-pattern safety zones.
  - 5. Combined motion and presence sensors shall be equal to or better than X-Zone Sensor by Optex.
- B. Presence Sensor Monitoring: Sliding automatic entrances control system shall include a means to verify the functionality of all active presence sensors in accordance with ANSI/BHMA A156.10. A detected fault shall cause automatic operation to cease until the fault is corrected.

## 2.8 HARDWARE

1.

- A. General: Provide units in sizes and types recommended by automatic entrance door and hardware manufacturers for entrances and uses indicated.
- B. Emergency Breakaway Feature: Provide release hardware that allows panel(s) to swing out in direction of egress to full 90 degrees from any position in sliding mode. Maximum force to open panel shall be 50 lbf (222 N) according to ANSI/BHMA A156.10. Interrupt powered operation of panel operator while in breakaway mode.
  - 1. Emergency breakaway feature shall include at least one adjustable detent device mounted in the top of each breakaway panel to control panel breakaway force.
  - 2. Limit Arms: Limit arms shall be provided to control swing of panels on break-out; swing shall not exceed 90 degrees. Limit arms shall be spring loaded to prevent shock, and include adjustable friction damping.
- C. Deadlocks: Manufacturer's standard deadbolt operated by exterior cylinder and interior thumb turn; with minimum 1 inch (25 mm) long throw bolt; ANSI/BHMA A156.5, Grade 1.
  - 1. Cylinders: Provide lock cylinders by BEST Access Systems, with core and key.
  - 2. Hook Latch: Laminated-steel hook, mortise type, BHMA A156.5, Grade 1.
  - 3. Two-Point Locking: Provide locking system that incorporates a device in the stile of active door leaves that automatically extends a flush bolt into overhead carrier assembly.
  - 4. Armored Strike: Provide reinforced security strike plate.
- D. Control Switch: Provide manufacturer's standard header mounted rocker switches and door position switch to allow for full control of the automatic entrance door. Controls to include, but are not limited to:
  - 1. One-way traffic
  - 2. Open/Closed/Automatic
- E. Power Switch: Sliding automatic entrances shall be equipped with a two position On/Off rocker switch to control power to the door.
- F. Sliding Weather Stripping: Manufacturer's standard replaceable components complying with AAMA 701; made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.
- G. Weather Sweeps: Manufacturer's standard adjustable nylon brush sweep mounted to underside of door bottom.

## 2.9 FABRICATION

- A. General: Factory fabricates automatic entrance door assembly components to designs, sizes, and thickness indicated and to comply with indicated standards.
  - 1. Form aluminum shapes before finishing.
  - 2. Use concealed fasteners to greatest extent possible.
    - a. Where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration, use self-locking devices.
    - b. Reinforce members as required to receive fastener threads.
- B. Framing: Provide automatic entrances as prefabricated assemblies.
  - 1. Fabricate tubular and channel frame assemblies with manufacturer's standard mechanical or welded joints. Provide sub-frames and reinforcement as required for a complete system to support required loads.

- 2. Perform fabrication operations in manner that prevents damage to exposed finish surfaces.
- 3. Form profiles that are sharp, straight, and free of defects or deformations.
- 4. Prepare components to receive concealed fasteners and anchor and connection devices.
- 5. Fabricate components with accurately fitted joints with ends coped or mitered to produce hairline joints free of burrs and distortion.
- C. Doors: Factory fabricated and assembled in profiles indicated. Reinforce as required to support imposed loads and for installing hardware.
- D. Door Operators: Factory fabricated and installed in headers, including adjusting and testing.
- E. Glazing: Fabricate framing with minimum glazing edge clearances for thickness and type of glazing indicated.
- F. Hardware: Factory install hardware to the greatest extent possible; remove only as required for final finishing operation and for delivery to and installation at Project site.

# 2.10 ALUMINUM FINISHES

- A. General: Comply with NAAMM Metal Finishes Manual for Architectural and Metal Products for recommendations for applying and designing finishes. Finish designations prefixed by AA comply with system established by Aluminum Association for designing finishes.
- B. Class I, Color Anodic Finish: AA-M12C22A42/A44 Mechanical Finish: as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.70 mils minimum complying with AAMA 611-98, and the following:
  - 1. Color: Dark Bronze.

## PART 3 - EXECUTION

- 3.1 INSPECTION
  - A. Examine conditions for compliance with requirements for installation tolerances, header support, and other conditions affecting performance of automatic entrances. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 INSTALLATION

- A. General: Do not install damaged components. Fit frame joints to produce joints free of burrs and distortion. Rigidly secure non-movement joints.
- B. Entrances: Install automatic entrances plumb and true in alignment with established lines and grades without warp or rack of framing members and doors. Anchor securely in place.
  - 1. Install surface-mounted hardware using concealed fasteners to greatest extent possible.
  - 2. Set headers, carrier assemblies, tracks, operating brackets, and guides level and true to location with anchorage for permanent support.

- C. Door Operators: Connect door operators to electrical power distribution system as specified in Division 26 Sections.
- D. Glazing: Glaze sliding automatic entrance door panels in accordance with, the Glass Association of North America (GANA) Glazing Manual, published recommendations of glass product manufacturer, and sliding automatic entrance manufacturer's instructions.
- E. Sealants: Comply with requirements specified in Division7 Section "Joint Sealants".
- 3.3 FIELD QUALITY CONTROL
  - A. Testing Services: Factory Trained Installer shall test and inspect each automatic entrance door to determine compliance of installed systems with applicable ANSI standards.

#### 3.4 ADJUSTING

- A. Adjust door operators, controls, and hardware for smooth and safe operation, for tight closure, and complying with requirements in ANSI/BHMA A156.10.
- 3.5 CLEANING AND PROTECTION
  - A. Clean glass and aluminum surfaces promptly after installation. Remove excess glazing and sealant compounds, dirt, and other substances. Repair damaged finish to match original finish. Comply with requirements in Division 8 Section "Glazing", for cleaning and maintaining glass.

## END OF SECTION 08422923

## SECTION 092400 - PORTLAND CEMENT PLASTERING

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Exterior Beams, Headers and Soffits: Conventional 3-part Portland Cement Plastering (stucco).
    - a. Thickness to be  $\frac{3}{4}$ " to 1".

## 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each type of textured finish coat indicated; 12 by 12 inches, and prepared on rigid backing.

## 1.3 QUALITY ASSURANCE

- A. Mockups: Before plastering, install mockups of at least 100 sq. ft. in surface area to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Install mockups for each type of finish indicated.
  - 2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.4 PROJECT CONDITIONS

- A. Comply with ASTM C 926 requirements.
- B. Exterior Plasterwork: Apply plaster when ambient temperature is greater than 40 deg F.

#### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers:
  - a. Manufacturer: Any current member of the Stucco Manufacturer's Association (SMA).

#### 2.2 ACCESSORIES

- A. General: Comply with ASTM C 1063 and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.
- B. Zinc and Zinc-Coated (Galvanized) Accessories:
  - 1. Foundation Weep Screed: Fabricated from hot-dip galvanized steel sheet, ASTM A 653/A 653M, G60 zinc coating.
  - 2. Cornerite: Fabricated from metal lath with ASTM A 653/A 653M, G60, hot-dip galvanized zinc coating.
  - 3. External-Corner Reinforcement: Fabricated from metal lath with ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized zinc coating.
  - 4. Cornerbeads: Fabricated from zinc or zinc-coated (galvanized) steel.
  - 5. Casing Beads: Fabricated from zinc or zinc-coated (galvanized) steel; square-edged style; with expanded flanges.
  - 6. Control Joints: Fabricated from zinc or zinc-coated (galvanized) steel; one-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.
  - 7. Expansion Joints: Fabricated from zinc or zinc-coated (galvanized) steel; folded pair of unperforated screeds in M-shaped configuration; with expanded flanges.
  - 8. Two-Piece Expansion Joints: Fabricated from zinc or zinc-coated (galvanized) steel; formed to produce slip-joint and square-edged reveal that is adjustable from 1/4-to-5/8-inch wide; with perforated flanges.

## 2.3 MISCELLANEOUS MATERIALS

- A. Water for Mixing: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.
- B. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch long, free of contaminants, manufactured for use in portland cement plaster.
- C. Bonding Compound: ASTM C 932.
- D. Steel Drill Screws: For metal-to-metal fastening, ASTM C 1002 or ASTM C 954, as required by thickness of metal being fastened; with pan head that is suitable for application; in lengths required to achieve penetration through joined materials of not fewer than three exposed threads.
- E. Fasteners for Attaching Metal Lath to Substrates: Complying with ASTM C 1063.

# 2.4 PLASTER MATERIALS

- A. Portland Cement: ASTM C 150, Type I.
  - 1. Color for Finish Coats: Gray.
- B. Lime: ASTM C 206, Type S; or ASTM C 207, Type S.

## PORTLAND CEMENT PLASTERING

- C. Sand Aggregate: ASTM C 897.
  - 1. Color for Job-Mixed Finish Coats: White.
- D. Exposed Aggregates for Finish Coats: Fine Sand Finish.
- E. Ready-Mixed Finish-Coat Plaster: Mill-mixed portland cement, aggregates, coloring agents, and proprietary ingredients.
  - a. Manufacturer: Any current member of the Stucco Manufacturer's Association (SMA).
  - 2. Color: Light Gray.

## 2.5 PLASTER MIXES

- A. General: Comply with ASTM C 926 for applications indicated.
  - 1. Fiber Content: Add fiber to base-coat mixes after ingredients have mixed at least two minutes. Comply with fiber manufacturer's written instructions for fiber quantities in mixes, but do not exceed 1 lb of fiber/cu. ft. of cementitious materials. Reduce aggregate quantities accordingly to maintain workability.
- B. Portland Cement Base-Coat Mixes:
  - 1. Over Metal Lath: Scratch and brown coats for three-coat plasterwork as follows:
    - a. Scratch Coat: For cementitious material, mix 1 part portland cement and 0 to <sup>3</sup>/<sub>4</sub> parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material (sum of separate volumes of each component material).
    - b. Brown Coat: For cementitious material, mix 1 part portland cement and 0 to 3/4 parts lime. Use 3 to 5 parts aggregate per part of cementitious material (sum of separate volumes of each component material).
    - c. Finish Coat: For cementitious material, mix 1 part portland cement and 0 to 3/4 part lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material (sum of separate volumes of each component material).
- C. Portland Cement Job-Mixed Finish-Coat Mixes: For cementitious materials, mix 1 part portland cement and 3/4 to 1-1/2 parts lime. Use 1-1/2 to 3 parts aggregate per part of cementitious material (sum of separate volumes of each component material).
- D. Factory-Prepared Finish-Coat Mixes: For ready-mixed finish-coat plasters, comply with manufacturer's written instructions.

## PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.
- B. Prepare solid-plaster bases that are smooth or that do not have the suction capability required to bond with plaster according to ASTM C 926.

#### 3.2 INSTALLING ACCESSORIES

- A. Install according to ASTM C 1063 and at locations indicated on Drawings.
- B. Reinforcement for External Corners:
  - 1. Install lath-type external-corner reinforcement at exterior locations.
  - 2. Install cornerbead at interior and exterior locations.
- C. Control Joints: Install control joints at locations indicated on Drawings.

#### 3.3 PLASTER APPLICATION

- A. General: Comply with ASTM C 926.
  - 1. Do not deviate more than plus or minus 1/4 inch in 10 feet from a true plane in finished plaster surfaces, as measured by a 10-foot straightedge placed on surface.
  - 2. Finish plaster flush with metal frames and other built-in metal items or accessories that act as a plaster ground unless otherwise indicated. Where casing bead does not terminate plaster at metal frame, cut base coat free from metal frame before plaster sets and groove finish coat at junctures with metal.
  - 3. Provide plaster surfaces that are ready to receive field-applied finishes indicated.
- B. Bonding Compound: Apply on unit masonry and concrete plaster bases.
- C. Plaster Finish Coats: Apply to provide float finish to match Architect's sample.

### 3.4 CUTTING AND PATCHING

A. Cut, patch, replace, and repair plaster as necessary to accommodate other work and to restore cracks, dents, and imperfections. Repair or replace work to eliminate blisters, buckles, crazing (check cracking), dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

END OF SECTION 092400

## PORTLAND CEMENT PLASTERING

### SECTION 092900 - GYPSUM BOARD

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Interior gypsum board.

#### PART 2 - PRODUCTS

#### 2.1 INTERIOR GYPSUM BOARD

- A. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. American Gypsum Co.
    - b. G-P Gypsum.
    - c. Lafarge North America Inc.
    - d. National Gypsum Co.
    - e. USG Corporation.
- B. Type 'X':
  - 1. Thickness: 5/8 inch.
  - 2. Long Edges: Tapered.
- C. Ceiling Type 'X': Manufactured to have more sag resistance than regular-type gypsum board.
  - 1. Thickness: 5/8 inch.
  - 2. Long Edges: Tapered.

#### 2.2 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
  - 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
  - 2. Shapes:
    - a. Cornerbead.
    - b. LC-Bead: J-shaped; exposed long flange receives joint compound.

- c. L-Bead: L-shaped; exposed long flange receives joint compound.
- d. Expansion (control) joint.

# 2.3 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
  - 1. Use adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
  - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
  - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

# 2.4 TEXTURE FINISHES

- A. Primer: As recommended by textured finish manufacturer.
- B. Light Orange Peel Finish: Water-based, job-mixed, smooth finish with flame-spread and smoke-developed indexes of not more than 25 when tested according to ASTM E 84.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. G-P Gypsum; Georgia-Pacific Regency Ceiling Textures/Polystyrene.
    - b. National Gypsum Company; Perfect Spray.
    - c. USG Corporation; SHEETROCK Ceiling Spray Texture, QT.
  - 2. Texture: Match Existing Conditions.

# PART 3 - EXECUTION

# 3.1 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

D. Wood and Metal Framing: Install gypsum panels over wood and metal framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members, or provide control joints to counteract wood shrinkage.

#### 3.2 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
  - 1. Wall Type 'X': As indicated on Drawings.
  - 2. Ceiling Type 'X': As indicated on Drawings.

#### 3.3 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints at locations indicated on Drawings.
- C. Interior Trim: Install in the following locations:
  - 1. Cornerbead: Use at outside corners.
- D. Exterior Trim: Install in the following locations:
  - 1. Cornerbead: Use at outside corners.
  - 2. LC-Bead: Use at exposed panel edges.

#### 3.4 FINISHING GYPSUM BOARD

- A. **New walls, ceilings and at patched areas:** Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below:
  1. Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated.
- E. Cementitious Backer Units: Finish according to manufacturer's written instructions.

# 3.5 **PROTECTION**

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

### SECTION 096816 - CARPETING

#### PART 1 - GENERAL

#### 1.1 SUMMARY

Section Includes:

Walk-off carpet tiles located inside the new Entrance Vestibule, and Alternate #1 to install over existing quarry tile in Reception Area.

#### 1.2 ACTION SUBMITTALS

Product Data: For each type of product.

- Include manufacturer's written specifications and lab documents for any physical testing. Include installation recommendations for each type of substrate as specified in carpet manufacturer's installation guidelines and/or Carpet and Rug Institute Standard 2011, where applicable.
- Include carpet maintenance recommendations as outlined by manufacturer.
- Carpet manufacturer shall also submit a plan for recycling the specified carpet at the end of the useful life of the carpet.
- Carpet: For each type indicated. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
- Carpet Cushion: For each type indicated. Include manufacturer's written data on physical characteristics and durability.

# 1.3 INFORMATIONAL SUBMITTALS

Qualification Data: For qualified Installer.

#### 1.4 CLOSEOUT SUBMITTALS

Maintenance Data: For carpet to include in maintenance manuals. Include the following:

Methods for maintaining carpet, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule. Precautions for cleaning materials and methods that could be detrimental to carpet.

#### 1.5 QUALITY ASSURANCE

Manufacturer Qualifications: Carpet manufacturer shall have no less than 5 years experience of producing recyclable carpet and shall have published product literature clearly indicating compliance with requirements of this section.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

Comply with carpet manufacturer's installation recommendations and the Carpet and Rug Institute Installation Standard 2011 where applicable.

#### 1.7 FIELD CONDITIONS

- Comply with carpet manufacturer's installation recommendations and the Carpet and Rug Institute Standard 2011 for temperature, humidity, and ventilation limitations.
- Environmental Limitations: Do not deliver or install carpet until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.
- HVAC system should be operational and running prior to carpet installation and should remain running after carpet installation.
- Do not install carpet over concrete slabs until slabs have cured, and are sufficiently dry to allow bond between adhesive and concrete, and Concrete slabs should have moisture and pH readings that are within specified tolerance of the adhesive to be used.
- Where demountable partitions or other items are indicated for installation on top of carpet, install carpet before installing these items.

#### 1.8 WARRANTY

- Special Warranty for Carpet: Manufacturer agrees to repair or replace components of carpet installation that fail in materials or workmanship within specified warranty period.
  - Warranty does not include deterioration or failure of carpet due to unusual traffic, failure of substrate, vandalism, or abuse.
  - Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, dimensional stability, excess static discharge, loss of tuft bind strength, delamination, stain removal, colorfastness to light, and colorfastness to atmospheric contaminants.

Carpet and fiber must be manufactured and warrantied by same manufacturer.

Warranty Period: Lifetime Limited Commercial Warranty from date of Substantial Completion.

#### PART 2 - PRODUCTS

# 2.1 WALK-OFF CARPET TILES

Basis-of-Design Product: Subject to compliance with requirements, provide MATWORKS, DIAMOND TILE, Entrance Carpet Tile or comparable product by one of the following: Patcraft. Mannington. Mohawk. Shaw.

CARPETING

General product specifications:

- 1. 20"x 20" square.
- 2. Overall thickness: .41 inches.
- 3. Material: Blend of polypropylene and polyethelyne terephthalate (PET).
- 4. Weight: 50 oz / sq. yard.
- 5. Backing: Bitumen.
- 6. Installation: Glue down.

#### Source Limitations:

Single Source Responsibility: Provide products that have components manufactured by a single source, i.e. fiber and backing, as well as final carpet product, should be manufactured and warranted by same company.

Color: As selected by Architect from manufacturer's full range.

# 2.2 INSTALLATION ACCESSORIES

- Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet manufacturer.
- Trowelable Adhesives: Water-resistant, mildew-resistant, non-staining, premium grade type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed broadloom sheet carpet and is recommended by carpet manufacturer for installation.
  - Shaw 3500 or available equivalent where slab moisture does not exceed 85 percent per ASTM F 2170 or 5 lbs per ASTM F 1869. Where moisture does not exceed 85 percent and antimicrobial protection is required, use the Shaw 3600 adhesive or available equivalent. Where moisture exceeds 85 percent or 5 lbs but does not exceed 90 percent or 8 lbs, use Shaw 3400 adhesive or available equivalent.
  - Use adhesives with VOC content not more than 50 g/L when calculated accord.ng to 40 CFR 59, Subpart D (EPA Method 24).
  - Use adhesives that comply with the product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
  - Adhesives shall comply with the testing ad product requirements of the carpet and Rug Institute Green Label Plus Program.
- Tackless Carpet Stripping (Where a Stretch in Installation is Required): Water-resistant plywood, in strips as required to match cushion thickness and that comply with manufacturer's modular carpet installation guidelines and/or Carpet and Rug Institute Installation Standard 2100 where applicable.
- Seam Adhesive: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams. Seal seams using a premium grade seam sealer such as the Shaw 8300.

Metal Edge/Transition Strips: Extruded aluminum with mill finish of profile and width shown, of height required to protect exposed edge of carpet, and of maximum lengths to minimize running joints.

# PART 3 - EXECUTION

#### 3.1 EXAMINATION

Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet performance. Examine carpet for type, color, pattern, and potential defects prior to installation See manufacturer's requirements for substrate conditions and ambient conditions...

Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:

- Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet manufacturer.
- Subfloor finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" for slabs receiving carpet.

Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.

Lightweight concrete and gypcrete subfloors may require a primer such as Shaw 9050 or equivalent to reduce surface porosity.

Perform bond test recommended in writing by adhesive manufacturer.

Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- General: Comply with Carpet and Rug Institute Installation Standard 2011, "Site Conditions; Floor Preparation," and with carpet manufacturer's written installation instructions for preparing substrates.
- Use trowelable leveling and patching compounds containing a cementitious base with a latex additive, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider, and protrusions more than 1/32 inch, unless more stringent requirements are required by manufacturer's written instructions.
- Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet manufacturer.

Broom and vacuum clean substrates to be covered immediately before installing carpet.

# 3.3 INSTALLATION

## CARPETING
Comply with Carpet and Rug Institute Installation Standard 2011.

Comply with carpet manufacturer's written recommendations and Shop Drawings for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under the door in closed position.

Do not bridge building expansion joints with carpet.

- Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.
- Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, non-staining marking device.
- Install pattern parallel to walls and borders to comply with Carpet and Rug Institute Installation Standard 2011, "Patterned Carpet Installations" and with carpet manufacturer's written recommendations.
- Comply with carpet cushion manufacturer's written recommendations. Install carpet cushion seams at 90-degree angle with carpet seams.

## 3.4 CLEANING AND PROTECTING

Perform the following operations immediately after installing carpet:

Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer. Remove yarns that protrude from carpet surface. Vacuum carpet using commercial machine with face-beater element.

- Protect installed carpet to comply with Carpet and Rug Institute Installation Standard 2011, "Protecting Indoor Installations."
- Protect carpet against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet manufacturer.

END OF SECTION 096816

## SECTION 099100 - PAINTING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following interior substrates:
  - 1. Gypsum board.
  - 2. Doors, Frames, Casing, and Trims.
  - 3. Warehouse finishing and painting as Alternate #1.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

#### 1.4 QUALITY ASSURANCE

- A. MPI Standards:
  - 1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
  - 2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

#### 1.6 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

## 1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
  - 1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. of each material and color applied.

# PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Benjamin Moore & Co.
  - 2. ICI Paints.
  - 3. PPG Industries.
  - 4. Sherwin-Williams Company.

## 2.2 PAINT, GENERAL

- A. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated. a.
- B. Colors: As selected by Architect from manufacturer's full range.

#### 2.3 PRIMERS/SEALERS

A. Interior Latex Primer/Sealer: MPI #50.

## 2.4 LATEX PAINTS

A. Interior Latex (Satin): MPI #30 (Gloss Level 4).

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
  - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

## 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surfaceapplied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
  - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.

## 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

# 3.4 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
  - 1. Owner may engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
  - 2. Testing agency will perform tests for compliance with product requirements.
  - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

## 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

#### INTERIOR PAINTING SCHEDULE 3.6

- A. Gypsum Board Substrates:
  - Institutional Low-Odor/VOC Latex System: MPI INT 9.2M. 1.
    - Prime Coat: Interior latex primer/sealer. a.
    - Intermediate Coat: Institutional low-odor/VOC interior latex matching topcoat. Topcoat: Institutional low-odor/VOC interior latex Gloss Level 4. b.
    - c.

# END OF SECTION 099100

# SECTION 102113 - TOILET COMPARTMENTS

# PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. High Density Polyethylene (HDPE)(Solid Plastic) polymer toilet partitions.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For toilet compartments. Include plans, elevations, sections, details, and attachments to other work.
- C. Samples for each exposed product and for each color and texture specified.
- D. Product certificates.
- E. Maintenance data.

#### 1.3 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84, or another standard acceptable to authorities having jurisdiction, by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame-Spread Index: 75 or less.
  - 2. Smoke-Developed Index: 450 or less.

## PART 2 - PRODUCTS

#### 2.1 SOLID- POLYMER (PLASTIC) UNITS.

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Accurate Partitions Corporation.
  - 2. Bobrick Corporation.
  - 3. Bradley Corporation; Mills Partitions.
  - 4. General Partitions Mfg. Corp.
  - 5. Scranton Products, Inc.

- B. Toilet Enclosure Style: Floor mounted, overhead braced.
- C. Urinal-Screen Style: Wall hung with vertical post.
- D. Door, Panel and Pilaster Construction: Panel material, not less than 1 inch thick, seamless, with eased edges, and with homogenous color and pattern throughout thickness of material.
  - 1. Integral Hinges: Configure doors and pilasters to receive integral hinges.
  - 2. Heat-Sink Strip: Manufacturer's standard continuous, extruded-aluminum or stainlesssteel strip fastened to exposed bottom edges of solid-polymer components to prevent burning.
- E. Pilaster Shoes and Sleeves (Caps): Manufacturer's standard design; polymer or stainless steel.
  - 1. Polymer Color and Pattern: Contrasting with pilaster, as selected by Architect from manufacturer's full range.
- F. Brackets (Fittings):
  - 1. Stirrup Type: Ear or U-brackets, stainless steel.

## 2.2 ACCESSORIES

- A. Hardware and Accessories: Manufacturer's standard design, heavy-duty operating hardware and accessories.
  - 1. Material: Stainless steel.
  - 2. Hinges: Manufacturer's standard continuous, cam type that swings to a closed or partially open position.
  - 3. Latch and Keeper: Manufacturer's standard surface-mounted latch unit designed for emergency access and with combination rubber-faced door strike and keeper. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible.
  - 4. Door Bumper: Manufacturer's standard rubber-tipped bumper at out-swinging doors.
  - 5. Door Pull: Manufacturer's standard unit at out-swinging doors that complies with regulatory requirements for accessibility. Provide units on both sides of doors at compartments designated as accessible.
- B. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with antigrip profile and in manufacturer's standard finish.
- C. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel or chrome-plated steel or brass, finished to match the items they are securing, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use stainless steel, hot-dip galvanized steel, or other rust-resistant, protective-coated steel.
- D. Urinal-Screen Posts: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment at **tops and** bottoms of posts. Provide shoes **and sleeves (caps)** at posts to conceal anchorage.

## 2.3 FABRICATION

- A. Overhead-Braced Units: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, and anchors at pilasters to suit floor conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.
- B. Floor-and-Ceiling-Anchored Units: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment at tops and bottoms of pilasters. Provide shoes and sleeves (caps) at pilasters to conceal anchorage.

## PART 3 - EXECUTION

## 3.1 INSTALLATION

- A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.
- B. Clearances: Maximum 1/2 inch between pilasters and panels; 1 inch between panels and walls.
- C. Stirrup Brackets: Secure panels to walls and to pilasters with no fewer than two brackets attached near top and bottom of panel. Locate wall brackets so holes for wall anchors occur in masonry or tile joints. Align brackets at pilasters with brackets at walls.

## 3.2 ADJUSTING

A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors to return doors to fully closed position.

END OF SECTION 102113

# SECTION 123640 - STONE COUNTERTOPS

# PART 1 - GENERAL

## 1.1 SUMMARY

A. This Section includes stone countertops.

## 1.2 SUBMITTALS

A. Product Data: For each variety of stone and manufactured products.

## 1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of products.
- B. Source Limitations for Stone: Obtain each variety of stone from a single quarry with resources to provide materials of consistent quality in appearance and physical properties.
  - 1. Make stone slabs available for Architect to examine for appearance characteristics. Architect will select aesthetically acceptable slabs.

#### 1.4 **PROJECT CONDITIONS**

A. Field Measurements: Verify dimensions of construction to receive stone countertops by field measurements before fabrication.

## PART 2 - PRODUCTS

## 2.1 GRANITE

- A. Granite: Comply with ASTM C 615.
- B. Varieties and Sources: Subject to compliance with requirements, provide one of the following:
  - 1. As selected by architect from manufacter/supplier material suitable for project conditions.
  - 2. Finish: Polished.
- 2.2 ADHESIVES, GROUT, SEALANTS, AND STONE ACCESSORIES
  - A. Water-Cleanable Epoxy Adhesive: ANSI A118.3.

- 1. Available Manufacturers: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Bonsal, W. R. Company.
  - b. Bonstone Materials Corporation.
  - c. C-Cure.
  - d. Custom Building Products.
  - e. Laticrete International, Inc.
  - f. MAPEI Corp.
  - g. Summitville Tiles, Inc.
  - h. Approved equal.
- B. Water-Cleanable Epoxy Grout: ANSI A118.3, chemical-resistant, water-cleanable, tile-setting and -grouting epoxy.
  - 1. Available Manufacturers: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Boiardi Products Corporation.
    - b. W. R. Bonsal Company.
    - c. Bostik Findley Inc.
    - d. C-Cure.
    - e. Custom Building Products.
    - f. Laticrete International, Inc.
    - g. MAPEI Corp.
    - h. Summitville Tiles, Inc.
    - i. TEC Incorporated; H. B. Fuller Company.
    - j. Approved equal.
- C. Sealant for Countertops: Manufacturer's standard sealant of characteristics indicated below that comply with applicable requirements in Division 07 Section "Joint Sealants" and will not stain the stone it is applied to.
  - 1. Single-component, neutral-curing silicone sealant.
  - 2. Color: As selected by Architect from manufacturer's full range.
  - 3. Use sealants that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

# 2.3 STONE FABRICATION

- A. Select stone for intended use to prevent fabricated units from containing cracks, seams, and starts that could impair structural integrity or function.
- B. Fabricate stone countertops in sizes and shapes required to comply with requirements indicated, including details on Drawings and Shop Drawings.
  - 1. Dress joints straight and at right angle to face, unless otherwise indicated.
  - 2. Fabricate molded edges with machines having abrasive shaping wheels made to reverse contour of edge profile to produce uniform shape throughout entire length of edge.

- 3. Finish exposed faces of stone to comply with requirements indicated. Provide matching finish on exposed edges of countertops, splashes, and cutouts.
- C. Comply with recommendations in MIA's "Dimension Stone Design Manual."
- D. Nominal Thickness: Provide thickness indicated, but not less than 7/8 inch. Gage backs to provide units of identical thickness.
- E. Splashes: Provide 3/4-inch- thick back-splashes and end splashes, unless otherwise indicated.
- F. Joints: Fabricate countertops without joints.
- G. Joints: Fabricate countertops in sections for joining in field, with joints at locations indicated and as follows:
  - 1. Grouted Joints: 1/16 inch in width.
  - 2. Sealant-Filled Joints: 1/16 inch in width.
- H. Cutouts and Holes:
  - 1. Undercounter Fixtures: Make cutouts for undercounter fixtures in shop using template or pattern furnished by fixture manufacturer. Form cutouts to smooth, even curves.
  - 2. Counter-Mounted Fixtures: Prepare countertops in shop for field cutting openings for counter-mounted fixtures. Mark tops for cutouts and drill holes at corners of cutout locations. Make corner holes of largest radius practical.
  - 3. Fittings: Drill countertops in shop for plumbing fittings, undercounter soap dispensers, and similar items.

## PART 3 - EXECUTION

## 3.1 INSTALLATION OF COUNTERTOPS

- A. General: Install countertops over plywood subtops with full spread of water-cleanable epoxy adhesive.
- B. Set stone to comply with requirements indicated on Drawings and Shop Drawings. Shim and adjust stone to locations indicated, with uniform joints of widths indicated and with edges and faces aligned according to established relationships.
- C. Space joints with 1/16-inch gap for filling with sealant. Use temporary shims to ensure uniform spacing.
  - 1. Clamp units to temporary bracing, supports, or each other to ensure that countertops are properly aligned and joints are of specified width.
- D. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Use power saws with diamond blades to cut stone. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.

- E. Install backsplash and end splash by adhering to wall with water-cleanable epoxy adhesive. Leave 1/16-inch gap between countertop and splash for filling with sealant. Use temporary shims to ensure uniform spacing.
- F. Grout joints to comply with ANSI A108.10. Remove temporary shims before grouting. Tool grout uniformly and smoothly with plastic tool.
- G. Apply sealant to joints and gaps specified for filling with sealant; comply with Division 07 Section "Joint Sealants." Remove temporary shims before applying sealant.

## 3.2 ADJUSTING AND CLEANING

- A. In-Progress Cleaning: Clean countertops as work progresses. Remove adhesive, grout, mortar, and sealant smears immediately.
- B. Clean stone countertops not less than six days after completion of sealant installation, using clean water and soft rags. Do not use wire brushes, acid-type cleaning agents, cleaning compounds with caustic or harsh fillers, or other materials or methods that could damage stone.
- C. Sealer Application: Apply stone sealer to comply with stone producer's and sealer manufacturer's written instructions.

END OF SECTION 123640

# SECTION 321313 - CONCRETE PAVING

# PART 1 - GENERAL

## 1.1 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
  - 1. Curbs and gutters.
  - 2. Walkways.

## 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete pavement mixture.

#### 1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.

## PART 2 - PRODUCTS

#### 2.1 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
- C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- D. Plain Steel Wire: ASTM A 82, as drawn.
- E. Deformed-Steel Wire: ASTM A 496.
- F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice."

## 2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use one of the following cementitious materials, of the same type, brand, and source throughout the Project:
  - 1. Portland Cement: ASTM C 150, Type II, gray. Supplement with the following:
    - a. Fly Ash: ASTM C 618, Class C F.
    - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, Class 4S coarse aggregate, uniformly graded. Provide aggregates from a single source.
- C. Water: ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: ASTM C 494/C 494M, of type suitable for application, certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

#### 2.3 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.

#### 2.4 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- C. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, with drying time of less than 45 minutes.

1. Color: White.

## 2.5 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, with the following properties:
  - 1. Compressive Strength (28 Days): 3,000 psi.
  - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
  - 3. Slump Limit: 8 inches, plus or minus 1 inch.
  - 4. Air Content: 6 percent plus or minus 1.5 percent.

# 2.6 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

## 3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

## 3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

## 3.4 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness to match jointing of existing adjacent concrete pavement.
- E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

## 3.5 CONCRETE PLACEMENT

- A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- B. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- D. Screed pavement surfaces with a straightedge and strike off.
- E. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

## 3.6 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
  - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

## 3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.

- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture retaining cover curing or a combination of these methods.

## 3.8 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
  - 1. Elevation: 1/4 inch.
  - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
  - 3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
  - 4. Joint Spacing: 3 inches.
  - 5. Contraction Joint Depth: Plus 1/4 inch, no minus.
  - 6. Joint Width: Plus 1/8 inch, no minus.

## 3.9 PAVEMENT MARKING

- A. Allow concrete pavement to cure for 28 days and be dry before starting pavement marking.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

#### 3.10 WHEEL STOPS

A. Securely attach wheel stops into pavement with not less than two galvanized steel dowels embedded in holes drilled or cast into wheel stops at one-quarter to one-third points. Firmly bond each dowel to wheel stop and to pavement. Securely install dowels into pavement and bond to wheel stop. Recess head of dowel beneath top of wheel stop.

#### 3.11 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement.

C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

#### SECTION 32 9300 PLANTING

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of plant (also known as "landscaping") complete as shown on the drawings and as specified herein.
- B. The scope of work in this section includes, but is not limited to, the following:
  - 1. Locate, purchase, deliver and install all specified plants.
  - 2. Water all specified plants.
  - 3. Mulch, fertilize, stake, and prune all specified plants.
  - 4. Plant Accessories
  - 5. Maintenance of all specified plants until the beginning of the warranty period.
  - 6. Plant warranty.
  - 7. Clean up and disposal of all excess and surplus material.
  - 8. Maintenance of all specified plants during the warranty period.

#### 1.2 CONTRACT DOCUMENTS

A. Shall consist of specifications and general conditions and the construction drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

#### 1.3 RELATED DOCUMENTS AND REFERENCES

- A. Related Documents:
  - 1. Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section
  - 2. Related Specification Sections
    - a. Section Planting
    - b. Section- Planting Soil
    - c. Section Turfs and Grasses
- B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the Landscape Architect of Record.
  - 1. ANSI Z60.1 American Standard for Nursery Stock, most current edition.
  - 2. ANSI A 300 Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current edition and parts.
  - 3. Florida Grades and Standards for Nursery Stock, current edition (Florida Department of Agriculture, Tallahassee FL).

- 4. Pruning practices shall conform to USDA Tree and Shrub Pruning (Ac) (660) Conservation Practice Standard
- 5. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

#### 1.4 VERIFICATION

- A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Representative.
- B. In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.

### 1.5 PERMITS AND REGULATIONS

- A. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the Landscape Architect of Record in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.
- B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth.
- C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply or Landscape Architect of Record shall determine which shall govern.

#### 1.6 PROTECTION OF WORK, PROPERTY AND PERSON

A. The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

#### 1.7 CHANGES IN THE WORK

- A. The Owner's Representative may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.
- B. All changes in the work, notifications and contractor's request for information (RFI) shall conform to the contract general condition requirements.

#### 1.8 CORRECTION OF WORK

A. The Contractor, at their own cost, shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Landscape Architect of Record, at the soonest as possible time that can be coordinated with other work and seasonal weather demands.

## 1.9 DEFINITIONS

All terms in this specification shall be as defined in the "Glossary of Arboricultural Terms" or as modified below.

- A. Boxed trees: A container root ball package made of wood in the shape of a four-sided box.
- B. Container plant: Plants that are grown in and/or are currently in a container including boxed trees.

- C. Defective plant: Any plant that fails to meet the plant quality requirement of this specification.
- D. End of Warranty Final Acceptance: The date when the Owner's Representative accepts that the plants and work in this section meet all the requirements of the warranty. It is intended that the materials and workmanship warranty for Planting, Planting Soil, and Irrigation work run concurrent with each other.
- E. Field grown trees (B&B): Trees growing in field soil for at least 12 months prior to harvest.
- F. Healthy: Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural description, adjusted for the planting site soil, drainage and weather conditions.
- G. Kinked root: A root within the root package that bends more than 90 degrees.
- H. Maintenance: Actions that preserve the health of plants after installation and as defined in this specification.
- I. Maintenance period: The time period, as defined in this specification, which the Contractor is to provide maintenance.
- J. Normal: the prevailing protocol of industry standard(s).
- K. Owner's Representative: The person appointed by the Owner to represent their interest in the review and approval of the work and to serve as the contracting authority with the Contractor. The Owner's Representative may appoint other persons to review and approve any aspects of the work.
- L. Reasonable and reasonably: When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project.

When reasonable or reasonably is used in relation to other issues such as weeds, diseased, insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices.

This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner's Representative's expert shall determine when conditions are judged as reasonable.

- M. Root ball: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.
- N. Root ball package. The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball for shipping.
- O. Root collar (root crown, root flare, trunk flare, flare): The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.
- P. Shrub: Woody plants with mature height approximately less than 15 feet.
- Q. Spade harvested and transplanted: Field grown trees that are mechanically harvested and immediately transplanted to the final growing site without being removed from the digging machine.
- R. Stem: The trunk of the tree.
- S. Substantial Completion Acceptance: The date at the end of the Planting, Planting Soil, and Irrigation installation where the Owner's Representative accepts that all work in these sections is complete and the Warranty period has begun. This date may be different than the date of substantial completion for the other sections of the project.
- T. Stem girdling root: Any root more than ¼ inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as Stem Girdling that have, or are likely to have in the

future, root to trunk bark contact.

- U. Structural root: One of the largest roots emerging from the root collar.
- V. Tree: Single and multi-stemmed plants with mature height approximately greater than 15 feet.

## 1.10 SUBMITTALS

- A. See contract general conditions for policy and procedure related to submittals.
- B. Submit all product submittals 2 weeks prior to installation of plantings.
- C. Product data: Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal eight weeks before the installation of plants.
- D. Plant growers' certificates: Submit plant growers' certificates for all plants indicating that each meets the requirements of the specification, including the requirements of tree quality, to the Owner's Representative for approval. Provide submittal eight weeks before the installation of plants.
- E. Samples: Submit samples of each product and material where required by the specification to the Owner's Representative for approval. Label samples to indicate product, characteristics, and locations in the work. Samples will be reviewed for appearance only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
- F. Plant sources: Submit sources of all plants as required by Article "Selection of Plants" to the Owner's Representative for approval.
- G. Close out submittals: Submit to the Owner's Representative for approval.
  - 1. Plant maintenance data and requirements.
- H. Warranty period site visit record: If there is no maintenance during the warranty period, after each site visit during the warranty period, by the Contractor, as required by this specification, submit a written record of the visit, including any problems, potential problems, and any recommended corrective action to the Landscape Architect of Record for approval.

#### 1.11 OBSERVATION OF THE WORK

- A. The Landscape Architect of Record may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.
- B. The Landscape Architect of Record shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The Landscape Architect of Record shall be afforded sufficient time to schedule visit to the site. Failure of the Landscape Architect of Record to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.
  - 1. SITE CONDITIONS PRIOR TO THE START OF PLANTING: review the soil and drainage conditions.
  - 2. COMPLETION OF THE PLANT LAYOUT STAKING: Review of the plant layout.
  - 3. PLANT QUALITY: Review of plant quality at the time of delivery and prior to installation. Review tree quality prior to unloading where possible, but in all cases prior to planting.
  - 4. COMPLETION OF THE PLANTING: Review the completed planting.
- 1.12 PRE-CONSTRUCTION CONFERENCE
  - A. Schedule a pre-construction meeting with the Owner's Representative at least seven (7) days before beginning work to review any questions the Contractor may have regarding the work, administrative

procedures during construction and project work schedule.

## 1.13 QUALITY ASSURANCE

- A. Substantial Completion Acceptance Acceptance of the work prior to the start of the warranty period:
  - 1. Once the Contractor completes the installation of all items in this section, the Landscape Architect of Record will observe all work for Substantial Completion Acceptance upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date of the observation.
  - 2. Substantial Completion Acceptance by the Owner's Representative shall be for general conformance to specified size, character and quality and not relieve the Contractor of responsibility for full conformance to the contract documents, including correct species.
  - 3. Any plants that are deemed defective as defined under the provisions below shall not be accepted.
- B. The Landscape Architect of Record will provide the Contractor with written acknowledgment of the date of Substantial Completion Acceptance and the beginning of the warranty period and plant maintenance period (if plant maintenance is included).
- C. Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the work.
- D. Installer Qualifications: The installer shall be a firm having at least 2 years of successful experience of a scope similar to that required for the work, including the handling and planting of large specimen trees in urban areas. The same firm shall install planting soil (where applicable) and plant material.
  - 1. The bidders list for work under this section shall be approved by the Landscape Architect of Record.
  - 2. Installer Field Supervision: When any planting work is in progress, installer shall maintain, on site, a full-time supervisor who can communicate in English with the Landscape Architect of Record.
  - 3. Installer's field supervisor shall have a minimum of two years experience as a field supervisor installing plants and trees of the quality and scale of the proposed project and can communicate in English with the Owner's Representative.
  - 4. The installer's crew shall have a minimum of 2 years experienced in the installation of Planting Soil, Plantings, and Irrigation (where applicable) and interpretation of soil plans, planting plans and irrigation plans.
  - 5. Submit references of past projects, employee training certifications that support that the Contractors meets all of the above installer qualifications and applicable licensures.

## 1.14 PLANT WARRANTY

- A. Plant Warranty:
  - The Contractor agrees to replace defective work and defective plants. The Owner's Representative shall make the final determination if plants meet these specifications or that plants are defective.

Plants warranty shall begin on the date of Substantial Completion Acceptance and continue for the following periods, classed by plant type:

- a. Trees 1 Year.
- b. Shrubs 1 Year.
- c. Ground cover and perennial flower plants 1 Year.
- d. Bulbs, annual flower and seasonal color plants for the period of expected bloom or primary display.
- 2. When the work is accepted in parts, the warranty periods shall extend from each of the partial

Substantial Completion Acceptances to the terminal date of the last warranty period. Thus, all warranty periods for each class of plant warranty, shall terminate at one time.

- 3. All plants shall be warrantied to meet all the requirements for plant quality at installation in this specification. Defective plants shall be defined as plants not meeting these requirements. The Owner's representative shall make the final determination that plants are defective.
- 4. Plants determined to be defective shall be removed immediately upon notification by the Owner's Representative and replaced without cost to the Owner, as soon as weather conditions permit and within the specified planting period.
- 5. Any work required by this specification or the Owner's Representative during the progress of the work, to correct plant defects including the removal of roots or branches, or planting plants that have been bare rooted during installation to observe for or correct root defects shall not be considered as grounds to void any conditions of the warranty. In the event that the Contractor decides that such remediation work may compromise the future health of the plant, the plant or plants in question shall be rejected and replaced with plants that do not contain defects that require remediation or correction.
- 6. The Contractor is exempt from replacing plants, after Substantial Completion Acceptance and during the warranty period, that are removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism, or any natural disaster.
- 7. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. Make all necessary repairs due to plant replacements. Such repairs shall be done at no extra cost to the Owner.
- 8. The warranty of all replacement plants shall extend for an additional one-year period from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of the said extended warranty period, the Owner's Representative may elect one more replacement items or credit for each item. These tertiary replacement items are not protected under a warranty period.
- 9. During and by the end of the warranty period, remove all tree wrap, ties, and guying unless agreed to by the Owner's Representative to remain in place. All trees that do not have sufficient caliper to remain upright, or those requiring additional anchorage in windy locations, shall be staked or remain staked, if required by the Owner's Representative.
- B. End of Warranty Final Acceptance Acceptance of plants at the end of the warranty period.
  - 1. At the end of the warranty period, the Landscape Architect of Record shall observe all warranted work, upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date for final observation.
  - 2. End of Warranty Final Acceptance will be given only when all the requirements of the work under this specification and in specification sections Planting Soil and Irrigation have been met.

## 1.15 SELECTION AND OBSERVATION OF PLANTS

- A. The Owner's Representative may review all plants subject to approval of size, health, quality, character, etc. Review or approval of any plant during the process of selection, delivery, installation and establishment period shall not prevent that plant from later rejection in the event that the plant quality changes or previously existing defects become apparent that were not observed.
- B. Plant Selection: The Owner's Representative reserves the right to select and observe all plants at the nursery prior to delivery and to reject plants that do not meet specifications as set forth in this specification. If a particular defect or substandard element can be corrected at the nursery, as determined by the Owner's Representative, the agreed upon remedy may be applied by the nursery or the Contractor provided that the correction allows the plant to meet the requirements set forth in this specification. Any work to correct plant defects shall be at the contractor's expense.
  - 1. The Owner's Representative may make invasive observation of the plant's root system in the area of the root collar and the top of the root ball in general in order to determine that the plant

meets the quality requirements for depth of the root collar and presence of roots above the root collar. Such observations will not harm the plant.

- 2. Corrections are to be undertaken at the nursery prior to shipping.
- C. The Contractor shall bear all cost related to plant corrections.
- D. All plants that are rejected shall be immediately removed from the site and acceptable replacement plants provided at no cost to the Owner.
- E. Submit to the Landscape Architect of Record, for approval, plant sources including the names and locations of nurseries proposed as sources of acceptable plants, and a list of the plants they will provide. The plant list shall include the botanical and common name and the size at the time of selection. Observe all nursery materials to determine that the materials meet the requirements of this section.
  - 1. The following nurseries are pre-approved to supply plants for this project: a.

Live Oak Gardens Ltd, Gerald Foret Wholesale Nursery, Inc., GreenForest Nursery, Inc., Bracy's, Windmill Nurseries, The Garden Hub (Lacombe, LA)

F. Where requested by the Owner's Representative, submit photographs of plants or representative samples of plants. Photographs shall be legible and clearly depict the plant specimen. Each submitted image shall contain a height reference, such as a measuring stick. The approval of plants by the Owner's Representative via photograph does not preclude the Owner's Representative's right to reject material while on site.

#### 1.16 PLANT SUBSTITUTIONS FOR PLANTS NOT AVAILABLE

A. Submit all requests for substitutions of plant species, or size to the Owner's Representative, for approval, prior to purchasing the proposed substitution. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

#### 1.17 SITE CONDITIONS

- A. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the Landscape Architect of Record, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.
  - Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the Owner's Representative in writing, stating the conditions and submit a proposal covering cost of corrections. If the Contractor fails to notify the Owner's Representative of such conditions, he/she shall remain responsible for plant material under the warranty clause of the specifications.
- B. It is the responsibility of the Contractor to be familiar with the local growing conditions, and if any specified plants will be in conflict with these conditions. Report any potential conflicts, in writing, to the Owner's Representative.
- C. This specification requires that all Planting Soil and Irrigation (if applicable) work be completed and accepted prior to the installation of any plants.
  - 1. Planting operations shall not begin until such time that the irrigation system is completely operational for the area(s) to be planted, and the irrigation system for that area has been preliminarily observed and approved by the Landscape Architect of Record.

- D. Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally accepted horticultural practices.
  - 1. Do not install plants into saturated or frozen soils. Do not install plants during inclement weather, such as rain or snow or during extremely hot, cold or windy conditions.

#### 1.18 PLANTING AROUND UTILITIES

- A. Contractor shall carefully examine the civil, record, and survey drawings to become familiar with the existing underground conditions before digging.
- B. Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until parties concerned mutually agree upon removal.
- C. Notification of *Local Utility Locator Service* is required for all planting areas: The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the *Local Utility Locator Service*.

## PART 2 - PRODUCTS

#### 2.1 PLANTS: GENERAL

- A. Standards and measurement: Provide plants of quantity, size, genus, species, and variety or cultivars as shown and scheduled in contract documents.
  - 1. All plants including the root ball dimensions or container size to trunk caliper ratio shall conform to ANSI Z60.1 "American Standard for Nursery Stock" latest edition, unless modified by provisions in this specification. When there is a conflict between this specification and ANSI Z60.1, this specification section shall be considered correct.
  - 2. Plants larger than specified may be used if acceptable to the Owner's Representative. Use of such plants shall not increase the contract price. If larger plants are accepted the root ball size shall be in accordance with ANSI Z-60.1. Larger plants may not be acceptable if the resulting root ball cannot be fit into the required planting space.
  - 3. If a range of size is given, no plant shall be less than the minimum size and not less than 50 percent of the plants shall be as large as the maximum size specified. The measurements specified are the minimum and maximum size acceptable and are the measurements after pruning, where pruning is required.
- B. Proper Identification: All trees shall be true to name as ordered or shown on planting plans and shall be labeled individually or in groups by genus, species, variety and cultivar.
- C. Compliance: All trees shall comply with federal and state laws and regulations requiring observation for plant disease, pests, and weeds.
- D. Plant Quality:
  - 1. **General**: Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant

#### Plant quality above the soil line:

- a. Plants shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves normal to the plant type specified. Tree quality above the soil line shall comply with the project Crown Acceptance details (or Florida Grades and Standards, tree grade Florida Fancy or Florida #1) and the following:
  - 1.) Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar pruned to a central and dominant leader.

- a.) Crown specifications do not apply to plants that have been specifically trained in the nursery as topiary, espalier, multi-stem, clump, or unique selections such as contorted or weeping cultivars.
- 2.) Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.
- 3.) Branches: Shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.
  - a.) Main branches shall be distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species.
  - b.) Branch diameter shall be no larger than two-thirds (one-half is preferred) the diameter of the central leader measured 1 inch above the branch union.
  - c.) The attachment of the largest branches (scaffold branches) shall be free of included bark.
- 4.) Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or lesions (mechanical injury).
- 5.) Temporary branches, unless otherwise specified, can be present along the lower trunk below the lowest main (scaffold) branch, particularly for trees less than 1 inch in caliper. These branches should be no greater than 3/8-inch diameter. Clear trunk should be no more than 40% of the total height of the tree.
- b. Trees shall have one central leader. If the leader was headed, a new leader (with a live terminal bud) at least one-half the diameter of the pruning cut shall be present.
  - 1.) All trees are assumed to have one central leader trees unless a different form is specified in the plant list or drawings.
- c. All graft unions, where applicable, shall be completely closed without visible sign of graft rejection. All grafts shall be visible above the soil line.
- d. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Auxiliary stake may be used to maintain a straight leader in the upper half of the tree.

## 2. Plant quality at or below the soil line:

- a. Plant roots shall be normal to the plant type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the project Root Acceptance details and the following:
  - 1.) The roots shall be reasonably free of scrapes, broken or split wood.
  - 2.) The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a high quality root system are not considered injuries.
  - 3.) A minimum of three structural roots reasonably distributed around the trunk (not clustered on one side) shall be found in each plant. Root distribution shall be uniform throughout the root ball, and growth shall be appropriate for the species.
    - a.) Plants with structural roots on only one side of the trunk (J roots) shall be rejected.
  - 4.) The root collar shall be within the upper 2 inches of the substrate/soil. Two structural roots shall reach the side of the root ball near the top surface of the root ball. The grower may request a modification to this requirement for species with roots that rapidly descend, provided that the grower removes all stem girdling roots above the structural roots across the top of the root ball.
  - 5.) The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.

- 6.) At time of observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.
- E. BALLED AND BURLAPPED PLANTS
  - 1. All Balled and Burlapped Plants shall be field grown, and the root ball packaged in a burlap and twine and/or burlap and wire basket package.
  - 2. Plants shall be harvested with the following modifications to standard nursery practices.
    - a. Prior to digging any tree that fails to meet the requirement for maximum soil and roots above the root collar, carefully removed the soil from the top of the root ball of each plant, using hand tools, water or an air spade, to locate the root collar and attain the soil depth over the structural roots requirements. Remove all stem girdling roots above the root collar. Care must be exercised not to damage the surface of the root collar and the top of the structural roots.
    - d. Twine and burlap used for wrapping the root ball package shall be natural, biodegradable material. If the burlap decomposes after digging the tree then the root ball shall be rewrapped prior to shipping if roots have not yet grown to keep root ball intact during shipping.
- F. CONTAINER (INCLUDING ABOVE-GROUND FABRIC CONTAINERS AND BOXES) PLANTS
  - 1. Container plants may be permitted only when indicated on the drawing, in this specification, or approved by the Owner's Representative.
  - 2. Provide plants shall be established and well rooted in removable containers.
  - 3. Container class size shall conform to ANSI Z60.1 for container plants for each size and type of plant.

#### 2.2 PALMS

- A. Except as modified below or where the requirements are not appropriate to the specification of palms, palms shall meet all the requirements of the plant quality section above.
- B. Defronding, tying, and hedging:
  - 1. In preparing palm trees for relocation, all dead fronds shall be removed.
  - 2. All remaining fronds above horizontal shall be lifted up and tied together around the crown in an upright position. Up to 2/3 of the oldest live fronds can be removed; all fronds can be removed on Sabal palms. Do not tie too tightly, bind or injure the bud. Jute binder twine shall be used in tying up the fronds; wire will not be permitted. Fronds shall be untied immediately after planting.
- C. Digging the root ball:
  - 1. When digging out the root ball, no evacuation shall be done **close**r than 24 Inches to the trunk at ground level and the excavation shall extend below the major root system to a minimum depth of 3.5 feet. The bottom of the root ball shall be cut off square and perpendicular to the trunk below the major root system.
- D. The Contractor shall not free-fall, drag, roll or abuse the tree or put a strain on the crown (bud area) at any time. A protective device shall be used around the trunk of the tree while lifting and relocating so as not to injure the bud, or scar or skin the trunk in any way.

#### 2.3 PLANTING SOIL

A. Planting Soil as used in this specification means the soil at the planting site, or imported as modified and defined in specification Section Planting Soil. If there is no Planting Soil specification, the term Planting Soil shall mean the soil at the planting site within the planting hole.

#### 2.4 MULCH

A. Mulch shall be organic from tree and woody brush sources. The size range shall be a minimum (less than 25% or less of volume) fine particles 3/8 inch or less in size, and a maximum size of individual

pieces (largest 20% or less of volume) shall be approximately 1 to 1-1/2 inch in diameter and maximum length approximately 4 to 8". Pieces larger than 8 inch long that are visible on the surface of the mulch after installation shall be removed.

- 1. It is understood that mulch quality will vary significantly from supplier to supplier and region to region. The above requirements may be modified to conform to the source material from locally reliable suppliers as approved by the Landscape Architect of Record.
- B. Submit supplier's product specification data sheet and a one gallon sample for approval.

#### 2.5 TREE STAKING AND GUYING MATERIAL

- A. Tree guying to be flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.
- B. Stakes shall be lodge pole stakes free of knots and of diameters and lengths appropriate to the size of plant as required to adequately support the plant.
- C. Below ground anchorage systems to be constructed of 2 x 2 dimensional untreated wood securing (using 3 inch long screws) horizontal portions to 4 feet long vertical stakes driven straight into the ground outside the root ball.
- D. Submit manufacturer's product data for approval.

# 2.6 WATERING BAGS

- A. Plastic tree watering bags holding a minimum of 15 gallons of water and with a slow drip hole(s) water release system, specifically designed to water establishing trees. Water should release over a several day period, not within a few hours
- B. Watering bags shall be:
  - 1. Treegator Irrigation Bags sized to the appropriate model for the requirements of the plant, manufactured by Spectrum Products, Inc., Youngsville, NC 27596
  - 2. Or approved equal.

Submit manufacturer's product data for approval.

## 2.7 ORNAMENTAL ROCK BOULDERS

A. Quarry Boulders approximately 2'x3' Jimstone Co.

## 2.8 LANDSCAPE EDGING

- A. Commercial grade steel edging shall be DuraSteel Landscape edging 1/8", 4"x16' in Black.
- B. Or approved Equal.

## 2.9 CHEMICAL OR BIOLOGICAL ADDITIVES

Refer to LSU Soil Amendment Recommendations

## PART 3 – EXECUTION

## 3.1 SITE EXAMINATION

- A. Examine the surface grades and soil conditions to confirm that the requirements of the Specification Section Planting Soil and the soil and drainage modifications indicated on the Planting Soil Plan and Details (if applicable) have been completed. Notify the Owner's Representative in writing of any unsatisfactory conditions.
- 3.2 DELIVERY, STORAGE AND HANDLING
  - A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind.

Provide adequate water to the root ball package during the shipping and storage period.

1. All plant materials must be available for observation prior to planting.

- B. Do not deliver more plants to the site than there is space with adequate storage conditions. Provide a suitable remote staging area for plants and other supplies.
- C. Provide protective covering over all plants during transporting.

#### 3.3 PLANTING SEASON

- A. Planting shall only be performed when weather and soil conditions are suitable for planting the materials specified in accordance with locally accepted practice. Install plants during the planting time as described below unless otherwise approved in writing by the Owner's Representative. In the event that the Contractor request planting outside the dates of the planting season, approval of the request does not change the requirements of the warranty.
  - 1. Deciduous trees and shrubs February 15 to May 15 and October 01 to November 15
  - 2. Evergreen trees and shrubs February 15 to May 15 and October 01 to November 15
  - 3. Palms May 01- September 30

#### 3.4 ADVERSE WEATHER CONDITIONS

A. No planting shall take place when temperatures exceed 90 degrees farenheit or drop below 32 degrees farenheit.

## 3.5 COORDINATION WITH PROJECT WORK

- A. The Contractor shall coordinate with all other work that may impact the completion of the work.
- B. Prior to the start of work, prepare a detailed schedule of the work for coordination with other trades.
- C. Coordinate the relocation of any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Landscape Architect of Record of any conflicts encountered.

#### 3.6 LAYOUT AND PLANTING SEQUENCE

- A. Relative positions of all plants and trees are subject to approval of the Landscape Architect of Record.
- B. Notify the Landscape Architect of Record, one (1) week prior to layout. Layout all individual tree and shrub locations. Place plants above surface at planting location or place a labeled stake at planting location. Secure the Landscape Architect of Record acceptance before digging and start of planting work.
- C. When applicable, plant trees before other plants are installed.
- D. It is understood that plants are not precise objects and that minor adjustments in the layout will be required as the planting plan is constructed. These adjustments may not be apparent until some or all of the plants are installed. Make adjustments as required by the Owner's Representative including relocating previously installed plants.

#### 3.7 SOIL PROTECTION DURING PLANT DELIVERY AND INSTALLATION

- A. Protect soil from compaction during the delivery of plants to the planting locations, digging of planting holes and installing plants.
  - 1. Where possible deliver and plant trees that require the use of heavy mechanized equipment prior to final soil preparation and tilling. Where possible, restrict the driving lanes to one area instead of driving over and compacting a large area of soil.

2. Till to a depth of 6 inches, all soil that has been driven over during the installation of plants.

# 3.8 SOIL MOISTURE

A. Volumetric soil moisture level, in both the planting soil and the root balls of all plants, prior to, during and after planting shall be above permanent wilting point and below field capacity for each type of soil texture within the following ranges.

Soil type	Permanent wilting point	Field capacity
Sand, Loamy sand, Sandy loam	5-8%	12-18%
Loam, Sandy clay, Sandy clay	14-25%	27-36%
IOan		
Clay loam, Silt loam	11-22%	31-36%
Silty clay, Silty clay loam	22-27%	38-41%

- 1. Volumetric soil moisture shall be measured with a digital moisture meter. The meter shall be the Digital Soil Moisture Meter, DSMM500 by General Specialty Tools and Instruments, or approved equivalent.
- B. The Contractor shall confirm the soil moisture levels with a moisture meter. If the moisture is too high, suspend planting operations until the soil moisture drains to below field capacity.

#### 3.9 INSTALLATION OF PLANTS: GENERAL

- A. Observe each plant after delivery and prior to installation for damage of other characteristics that may cause rejection of the plant. Notify the Landscape Architect of any condition observed.
- B. No more plants shall be distributed about the planting bed area than can be planted and watered on the same day.
- C. Excavation of the Planting Space: Using hand tools or tracked mini-excavator, excavate the planting hole into the Planting Soil to the depth of the root ball measured after any root ball modification to correct root problems, and wide enough for working room around the root ball or to the size indicated on the drawing or as noted below.
  - 1. For trees and shrubs planted in soil areas that are NOT tilled or otherwise modified to a depth of at least 12 inches over a distance of more than 10 feet radius from each tree, or 5 feet radius from each shrub, the soil around the root ball shall be loosened as defined below or as indicated on the drawings.
    - a. The area of loosening shall be a minimum of 3 times the diameter of the root ball at the surface sloping to 2 times the diameter of the root ball at the depth of the root ball.
    - b. Loosening is defined as digging into the soil and turning the soil to reduce the compaction. The soil does not have to be removed from the hole, just dug, lifted and turned. Lifting and turning may be accomplished with a tracked mini excavator, or hand shovels.
  - If an auger is used to dig the initial planting hole, the soil around the auger hole shall be loosened as defined above for trees and shrubs planted in soil areas that are NOT tilled or otherwise modified.
  - 3. The measuring point for root ball depth shall be the average height of the outer edge of the root ball after any required root ball modification.
  - 4. If motorized equipment is used to deliver plants to the planting area over exposed planting beds, or used to loosen the soil or dig the planting holes, all soil that has been driven over shall be tilled to a depth of 6 inches.
- D. For trees to be planted in prepared Planting Soil that is deeper than the root ball depth, compact the soil under the root ball using a mechanical tamper to assure a firm bedding for the root ball. If there is more than 12 inches of planting soil under the root ball excavate and tamp the planting soil in lifts not

to exceed 12 inches.

- E. Set top outer edge of the root ball at the average elevation of the proposed finish. Set the plant plumb and upright in the center of the planting hole. The tree graft, if applicable, shall be visible above the grade. Do not place soil on top of the root ball.
- F. The Owner's Representative may request that plants orientation be rotated when planted based on the form of the plant.
- G. Backfill the space around the root ball with the same planting soil or existing soil that was excavated for the planting space. See Specification Section Planting Soil, for requirements to modify the soil within the planting bed.
- H. Brace root ball by tamping Planting Soil around the lower portion of the root ball. Place additional Planting Soil around base and sides of ball in six-inch (6") lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. DO NOT over compact the backfill or use mechanical or pneumatic tamping equipment. Over compaction shall be defined as greater than 85% of maximum dry density, standard proctor or greater than 250 psi as measured by a cone penetrometer when the volumetric soil moisture is lower than field capacity.
  - 1. When the planting hole has been backfilled to three quarters of its depth, water shall be poured around the root ball and allowed to soak into the soil to settle the soil. Do not flood the planting space. If the soil is above field capacity, allow the soil to drain to below field capacity before finishing the planting. Air pockets shall be eliminated and backfill continued until the planting soil is brought to grade level.
- I. Where indicated on the drawings, build a 4 inch high, level berm of Planting Soil around the outside of the root ball to retain water. Tamp the berm to reduce leaking and erosion of the saucer.
- J. Thoroughly water the Planting Soil and root ball immediately after planting.
- K. Remove all nursery plant identification tags and ribbons as per Owner's Representative instructions. The Owner's Representative's seals are to remain on plants until the end of the warranty period.
- L. Remove corrugated cardboard trunk protection after planting.

#### 3.10 GROUND COVER, PERENNIAL AND ANNUAL PLANTS

- A. Assure that soil moisture is within the required levels prior to planting. Irrigation, if required, shall be applied at least 12 hours prior to planting to avoid planting in muddy soils.
- B. Assure that soil grades in the beds are smooth and as shown on the plans.
- C. Plants shall be planted in even, triangularly spaced rows, at the intervals called out for on the drawings, unless otherwise noted. The first row of Annual flower plants shall be 6 inches from the bed edge unless otherwise directed.
- D. Dig planting holes sufficiently large enough to insert the root system without deforming the roots. Set the top of the root system at the grade of the soil.
- E. Schedule the planting to occur prior to application of the mulch. If the bed is already mulched, pull the mulch from around the hole and plant into the soil. Do not plant the root system in the mulch. Pull mulch back so it is not on the root ball surface.
- F. Press soil to bring the root system in contact with the soil.
- G. Spread any excess soil around in the spaces between plants.
- H. Apply mulch to the bed being sure not to cover the tops of the plants with or the tops of the root ball with mulch.
- I. Water each planting area as soon as the planting is completed. Apply additional water to keep the soil moisture at the required levels. Do not over water.

#### 3.11 PALM PLANTING

- A. Palm trees shall be placed at grade making sure not to plant the tree any deeper in the ground than the palm trees originally stood.
- B. The trees shall be placed with their vertical axis in a plumb position.
- C. All backfill shall be native soil except in cases where planting in rock. Water-settle the back fill.
- D. Do not cover root ball with mulch or topsoil.
- E. Provide a watering berm at each palm. Berms shall extend a minimum of 18 inches out from the trunk all around and shall be a minimum of (6) inches high.
- F. Remove twine which ties fronds together after placing palm in planting hole and securing it in the upright position.

#### 3.12 STAKING AND GUYING

- A. Do not stake or guy trees unless specifically required by the Contract Documents, or in the event that the Contractor feels that staking is the only alternative way to keep particular trees plumb.
  - 1. The Owner's Representative shall have the authority to require that trees are staked or to reject staking as an alternative way to stabilize the tree.
  - 2. Trees that required heavily modified root balls to meet the root quality standards may become unstable. The Owner's Representative may choose to reject these trees rather than utilize staking to temporarily support the tree.
- B. Trees that are guyed shall have their guys and stakes removed after one full growing season or at other times as required by the Owner's Representative.
- C. Tree guying shall utilize the tree staking and guying materials specified. Guying to be tied in such a manner as to create a minimum 12-inch loop to prevent girdling. Refer to manufacturer's recommendations and the planting detail for installation.
  - 1. Plants shall stand plumb after staking or guying.
  - 2. Stakes shall be driven to sufficient depth to hold the tree rigid.
- D. For trees planted in planting mix over waterproofed membrane, use dead men buried 24 inches to the top of the dead man, in the soil. Tie the guy to the dead man with a double wrap of line around the dead man followed by a double half hitch. When guys are removed, leave the dead men in place and cut the guy tape 12 inches above the ground, leaving the tape end covered in mulch.

#### 3.13 TREE BARK PROTECTION

A. For all street trees in commercial areas where indicted on the drawings, apply a Tree Bark Protector to each tree.

#### 3.14 STRAIGHTENING PLANTS

- A. Maintain all plants in a plumb position throughout the warranty period. Straighten all trees that move out of plumb including those not staked. Plants to be straightened shall be excavated and the root ball moved to a plumb position, and then re-backfilled.
- B. Do not straighten plants by pulling the trunk with guys.
- 3.15 INSTALLATION OF FERTILIZER AND OTHER CHEMICAL ADDITIVES
  - A. Do not apply any soluble fertilizer to plantings during the first year after transplanting unless soil test determines that fertilizer or other chemical additives is required. Apply chemical additives only upon the approval of the Owner's Representative.
  - B. Controlled release fertilizers shall be applied according to the manufacturer's instructions and standard horticultural practices.
- 3.16 PRUNING OF TREES AND SHRUBS

- A. Prune plants as directed by a certified Arborist.
- B. All pruning shall be performed by a person experienced in structural tree pruning.
- C. Pruning of large trees shall be done using pole pruners or if needed, from a ladder or hydraulic lift to gain access to the top of the tree. Do not climb in newly planted trees. Small trees can be structurally pruned by laying them over before planting. Pruning may also be performed at the nursery prior to shipping.
- D. Remove and replace excessively pruned or malformed stock resulting from improper pruning that occurred in the nursery or after.
- E. Pruning shall be done with clean, sharp tools.
- F. No tree paint or sealants shall be used.

#### 3.17 MULCHING OF PLANTS

- A. Apply 3 inches of mulch before settlement, covering the entire planting bed area. Install no more than 1 inch of mulch over the top of the root balls of all plants. Taper to 2 inches when abutting pavement.
- B. For trees planted in lawn areas the mulch shall extend to a 5 foot radius around the tree or to the extent indicated on the plans.
- C. Lift all leaves, low hanging stems and other green portions of small plants out of the mulch if covered.

#### 3.18 PLANTING BED FINISHING

- A. After planting, smooth out all grades between plants before mulching.
- B. Separate the edges of planting beds and lawn areas with a smooth, formed edge cut into the turf with the bed mulch level slightly lower, 1 and 2 inches, than the adjacent turf sod or as directed by the Owner's Representative. Bed edge lines shall be a depicted on the drawings.
- 3.19 WATERING
  - A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants from the point of installation until the date of Substantial Completion Acceptance. The Contractor shall adjust the automatic irrigation system, if available, and apply additional or adjust for less water using hoses as required.
  - B. Hand water root balls of all plants to assure that the root balls have moisture above wilt point and below field capacity. Test the moisture content in each root ball and the soil outside the root ball to determine the water content.
  - C. The Contractor shall install 25 gallon watering bag for each tree to be maintained and used for tree watering during the warranty period.
    - 1. The watering bags shall remain the property of the Owner at the completion of the work.

#### 3.20 CLEAN-UP

- A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.
  - 1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.
- B. Once installation is complete, wash all soil from pavements and other structures. Ensure that mulch is confined to planting beds and that all tags and flagging tape are removed from the site. The Owner's Representative's seals are to remain on the trees and removed at the end of the warranty period.

- C. Make all repairs to grades, ruts, and damage by the plant installer to the work or other work at the site.
- D. Remove and dispose of all excess planting soil, subsoil, mulch, plants, packaging, and other material brought to the site by the Contractor.

#### 3.21 PROTECTION DURING CONSTRUCTION

- A. The Contractor shall protect planting and related work and other site work from damage due to planting operations, operations by other Contractors or trespassers. Maintain protection during installation until Substantial Completion Acceptance. Treat, repair or replace damaged work immediately.
- B. Damage done by the Contractor, or any of their sub-contractors to existing or installed plants, or any other parts of the work or existing features to remain, including roots, trunk or branches of large existing trees, soil, paving, utilities, lighting, irrigation, other finished work and surfaces including those on adjacent property, shall be cleaned, repaired or replaced by the Contractor at no expense to the Owner.
- C. PLANT MAINTENANCE PRIOR TO SUBSTANTIAL COMPLETION ACCEPTANCE
- D. During the project work period and prior to Substantial Completion Acceptance, the Contractor shall maintain all plants.
- E. Maintenance during the period prior to Substantial Completion Acceptance shall consist of pruning, watering, cultivating, weeding, mulching, removal of dead material, repairing and replacing of tree stakes, tightening and repairing of guys, repairing and replacing of damaged tree wrap material, resetting plants to proper grades and upright position, and furnishing and applying such sprays as are necessary to keep plantings reasonably free of damaging insects and disease, and in healthy condition. The threshold for applying insecticides and herbicide shall follow established Integrated Pest Management (IPM) procedures. Mulch areas shall be kept reasonably free of weeds, grass.

#### 3.22 SUBSTANTIAL COMPLETION ACCEPTANCE

- A. Upon written notice from the Contractor, the Landscape Architect of Record shall review the work and make a determination if the work is substantially complete.
  - 1. Notification shall be at least 7 days prior to the date the contractor is requesting the review.
- B. The date of substantial completion of the planting shall be the date when the Landscape Architect of Record accepts that all work in Planting, Planting Soil, and related sections is complete.
- C. The Plant Warranty period begins at date of written notification of substantial completion from the Landscape Architect of Record. The date of substantial completion may be different than the date of substantial completion for the other sections of the project.

#### 3.23 END OF WARRANTY FINAL ACCEPTANCE / MAINTENANCE OBSERVATION

- A. At the end of the Warranty and Maintenance period the Owner's Representative shall observe the work and establish that all provisions of the contract are complete and the work is satisfactory.
  - 1. If the work is satisfactory, the maintenance period will end on the date of the final observation.
  - 2. If the work is deemed unsatisfactory, the maintenance period will continue at no additional expense to the Owner until the work has been completed, observed, and approved by the Landscape Architect of Record.
- B. FAILURE TO PASS OBSERVATION: If the work fails to pass final observation, any subsequent observations must be rescheduled as per above. The cost to the Owner for additional observations will be charged to the Contractor at the prevailing hourly rate of the Landscape Architect of Record.

END OF SECTION 32 9300


# EVILLE, RHZ( A 70448



# MANDEVILLE BRANCH RENOVATIONS TAMMANY PARISH LIBRARY 844 GIROD STREET, MANDEVILLE, LA 70448

K. VAUGHAN SOLLBERGER, JR., LA# 5523

THESE DRAWINGS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND TO MY KNOWLEDGE, COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS.

# BID

DRAWINGS

### PROJEC -DATA:

EXISTING LIBRARY BUILDING ZONED B-3 OCCUPANCY TYPE:

IBC 2021:

NFPA 101:

BUILDING USE:

TOTAL BUILDING AREA:

OCCUPANT LOAD:

ASSEMBLY GROUP A-3 (NOT A CHANGE IN OCC.) LIBRARY ASSEMBLY

9,333 GROSS SF 6,844 NET SF 6,844 SF / 15 NET= 456

CONST. TYPE:

ШВ

FIRE PROTECTION: EXISTING AUTOMATIC BUILDING SPRINKLER SYSTEM IN ACCORDANCE WITH NFPA 13. EXISTING FIRE ALARM SYSTEM IN ACCORDANCE WITH NFPA 72. EXISTING PORTABLE FIRE EXTINGUISHERS IN ACCORDANCE WITH NFPA 72.

## <u>-</u> GENERAL NOTES:

- 2 NEW WORK SHALL BE IN COMPLIANCE WITH THE 2021 INTERNATIONAL BUILDING CODE - 135 MPH BASIC WIND SPEED (NO EXTERIOR WORK SCHEDULED IN THIS CONTRACT). CONTRACTOR SHALL VISIT SITE AND VERIFY CONDITIONS PRIOR TO SUBMITTING BID. CONTRACTOR SHALL ADVISE ARCHITECT IF EXISTING CONDITIONS ARE IN CONFLICT WITH THESE DOCUMENTS. GENERAL CONTRACTOR TO PROVIDE 1 YEAR WARRANTY ON ALL WORK BEGINNING ON THE DATE OR SUBSTANTIAL COMPLETION.
- ω

ALTERNATE #1: FURNISH AND INSTALL WALK-OFF CARPET TILES IN EXISTING RECEPTION AREA ON TOP OF EXISTING QUARRY TILE. SEE DWG. 1/A2.4.

### EXISTING BUILDING INTERNATIONAL CODE (2021)

ALTERATIONS INCLUDE THE RECONFIGURATION OF SPACE, THE ADDITION OR ELIMINATION OF ANY DOOR OR WINDOW, THE RECONFIGURATION OF EXTENSION OF ANY SYSTEM, OR THE INSTALLATION OF ANY ADDITIONAL EQUIPMENT. (AND WHERE THE WORK AREA IS LESS THAN 50 PERCENT OF THE AGGREGATE AREA OF THE BUILDING.)

# 701.3 COMPLIANCE

ALL **NEW** CONSTRUCTION ELEMENTS, COMPONENTS, SYSTEMS, AND SPACES SHALL COMPLY WITH THE REQUIREMENTS OF THE *INTERNATIONAL BUILDING CODE*.

PROJECT # 23028 ARCHINA ARCHINA INA INA A SOLLASS

10.08.24WIDJH \*K



NDARY SURVEY	BAR		
PH. 1-(800)-272-3020 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM LA ONE CALL TICKET AND/OR VISIBLE UTILITY FEATURES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES, EXCEPT ABOVE GROUND VISIBLE UTILITY FEATURES, NO EXCAVATIONS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.	CALL "LOUISIANA ONE-CALL" BEFORE DIGGING	FLORIDA S	TREET (SIDE)
SCALE: 1'' = 10 '± SURVEY No. 23615 SHEET	DRAWN BY: J.E.D. CHECKED BY: RWB DATE: 12-12-2023	TOPOGRAPHIC SURVEY OF A PORTION OF THE MANDEVILLE PUBLIC LIBRARY SQUARE 45 * TOWN OF MANDEVILLE ST. TAMMANY PARISH, LOUISIANA	RANDALL W. BROWN & ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS 228 W. CAUSEWAY APPROACH, MANDEVILLE, LA 70448 (985) 624–5368 * INFO@BROWNSURVEYS.COM

D:\1SurveyShared\23SURVEY\23615.dwg

Copyright 2023 – Randall W. Brown & Associates, Inc.



n	TO MINNIE'S GAS STATION	TO WALGREENS
<b>1</b> <u>1/16" = 1'-0"</u>		
23028 DRAWING: A10	ST. TAMMANY PARISH LIBRARY MANDEVILLE BRANCH RENOVATIONS 844 GIROD STREET, MANDEVILLE, LA 70448 ST. TAMMANY PARISH LIBRARY MANDEVILLE BRANCH RENOVATIONS 844 GIROD STREET, MANDEVILLE, LA 70448	<b>re</b> Louisiana cture.com



4  EXIST. FLOOR PLAN	
DATE: 10.08.24 PROJECT NO: 23028 DRAWING:	ST. TAMMANY PARISH LIBRARY MANDEVILLE BRANCH RENOVATIONS 844 GIROD STREET, MANDEVILLE, LA 70448 ST. TAMMANY PARISH LIBRARY MANDEVILLE BRANCH RENOVATIONS 844 GIROD STREET, MANDEVILLE, LA 70448 St. 674.3077 www.kvsarchitecture.com



![](_page_221_Figure_0.jpeg)

n N	
<b>1</b> PROPOSED FLOOR PLAN $\frac{1}{1/8"} = 1'-0"$	
DATE: 10.08.24 PROJECT NO: 23028 DRAWING: <b>PROVING</b> :	ST. TAMMANY PARISH LIBRARY MANDEVILLE BRANCH RENOVATIONS 844 GIROD STREET, MANDEVILLE, LA 70448

![](_page_222_Figure_0.jpeg)

![](_page_223_Figure_0.jpeg)

ယ္	2	<del>. `</del>		_EGEN
PROVIDE ORANGE TREE PROTECTION FENCING AFTER ROCK MULCH IS REMOVED, TREE PROTECTION FENCING TO REMAIN THRU CONSTRUCTION, REMOVE FOR BED PREP AND LANDSCAPE INSTALL.	CONTRACTOR TO VERIFY ALL UTILITIES PRIOR TO DEMOLITION	CONTRACTOR TO VERIFY EXISTING PLANTING PRIOR TO DEMOLITON	<ul> <li>PROTECT EXISTING TREE</li> <li>REMOVE EXISTING ROCK GRAVEL MULCH, CLEAN &amp; STOCKPILE FOR RE-USE BEHIND PROPOSED BENCHES SEE ALSO HP01</li> <li>LOCATION OF EXISTING LANDSCAPE TO BE CLEARED AND GRUBBED. REMOVE OFFSITE.</li> </ul>	Ð

# ANDSCAPE DEMO NOTES &

## PLANT LEGEND:

![](_page_224_Picture_1.jpeg)

## GENERAL NOTES :

- <del>. `</del> QUANTITY IN PLANT LIST IS LISTED AS A CONVENIENCE TO THE CONTRACTOR; CONTRACT SHALL BE BASED OFF THE PLAN OR WHICHEVER QUANTITY IS GREATER
- 2 CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM SITE PRIOR TO SOIL PREP, NO CONSTRUCTION DEBRIS IS TO REMAIN IN THE SOIL COLUMN BUT SHALL BE REMOVED OFFSITE
- ယ SEED OR SOD ALL DISTURBED AREAS. REFER ALSO TO DETAIL 3/ SHEET HP02
- 4 MULCH ALL PLANTING AREAS WITH 3" OF CRUSHED PINE STRAW REFER TO TO DETAIL SHEET HP02.
- ALL PLANTING TO CONFORM TO ANSI Z60 LATEST EDITION STANDARDS. SEE ALSO SPECS AND DETAILS .

ъ

![](_page_224_Picture_11.jpeg)

![](_page_224_Picture_12.jpeg)

![](_page_224_Figure_14.jpeg)

![](_page_224_Figure_15.jpeg)

GEN	
NER	
AL N	
OT	
ES &	
SE SE	
ĔCI	
FIC,	
ATIC	
SNC	

- <u>.</u> CONTRACTOR TO TEST EXISTING NATIVE SOIL FOR SOIL AMENDMENT RECOMMENDATIONS 2 WEEKS PRIOR TO THE START OF LANDSCAPE WORK. COLLECT THREE SOIL SAMPLES FROM SITE AND MIX TOGETHER IN BUCKET. SEND SOIL SAMPLE TO LSU SOIL TESTING LABORATORY FOR ANALYSIS. SOIL TEST KITS CAN BE FOUND AT SIMPSON SOD: 1301 N. Florida Street Covington, LA 70433.
- 2. EXISTING NATIVE PLANT SOIL AT PROPOSED PLANT BEDS WILL BE MODIFIED ACCORDING TO THE FOLLOWING. TILL IN 1 PART FINE SAND TO 1 PART ORGANIC COMPOST FOR EVERY 1 PART OF EXISTING NATIVE SOIL FOR AN EQUAL RATIO OF 1:1:1. COMPOST MIX TO BE COMPRISED OF PARTIALLY DECOMPOSED GRADE A ORGANIC COMPOST. ORGANIC COMPOST TO BE FREE OF SEED AND DELETERIOUS MATERIALS. REMOVE ALL DELETERIOUS DEBRIS FROM NATIVE SOIL. REMOVE ALL GRAVEL. SHELLS, WOOD BITS, ROOTS, GREATER THAN 1" IN LENGTH OR OVERALL CIRCUMFERENCE. BREAK UP NATIVE SOIL THOROUGHLY TO REMOVE SOIL CLODS GREATER THAN 1". ANY EXCESS SOIL CREATED SHALL BE USED ON SITE, FIRST IN TREE WELLS THEN AT LAWN AREAS. PROVIDE PREMIXED SOIL SAMPLE IN 1 GALLON CLEAR PLASTIC BAG TO LANDSCAPE ARCHITECT OF RECORD FOR APPROVAL PRIOR TO INSTALLATION. 2

SHALL

- ယ ALL PLANT MATERIAL SHALL BE FREE OF DISEASE DIEBACK, INSECTS, EGGS, BORES, AND LARVAE AT THE TIME OF PLANTING. ALL PLANTS SHALL HAVE A ROOT SYSTEM, STEM, AND BRANCH FORM THAT WILL NOT RESTRICT NORMAL GROWTH, STABILITY AND HEALTH FOR THE EXPECTED LIFE OF THE PLANT.
- 4 Container grown nursery stock shall have a well established root system that reach the sides of the container to maintain a firm ball, but shall not have excessive root growth encircling the inside of the container. The root collar and the root ball for all shrubs and trees should be free of defects including circling, kinked, ascending, and stem girdling roots. Structural roots shall reach the periphery near the top of the root ball.
- ς STAKE ALL TREES TALLER THAN 8'HT WITH 'ARBORTAPE', NO CABLES OR TURNBUCKLES SHALL BE USED . PROVIDE 3 WOODEN STAKES PAINTED MATTE BLACK PER TREE. TREES SHALL NOT BE WRAPPED. REMOVE STAKES AFTER 1 YEAR.
- <u>ი</u> CONTRACTOR TO SUBMIT PHOTOS OF PLANTS FOR APPROVAL TO LANDSCAPE ARCHITECT OF RECORD CLEARLY INDICATING SIZE OF PLANT AND ITS OVERALL FORM AND HEALTH.
- 7. LANDSCAPE ARCHITECT OF RECORD SHALL OBSERVE THE WORK PRIOR TO INSTALLATION TO APPROVE PLANT LAYOUT AND AT SUBSTANTIAL COMPLETION. ANY PLANTS INSTALLED PRIOR TO APPROVAL MAY BE REMOVED AND AND RELOCATED AT NO ADDITIONAL EXPENSE OR DELAY TO THE OWNER.
- °. CONTRACTOR SHALL WARRANTY PLANT MATERIAL FOR UP TO 1 YEAR AFTER SUBSTANTIAL COMPLETION, AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH AND EXCEPT FOR DEFECTS RESULTING FROM NEGLECT BY OWNER, ABUSE BY OTHERS OR NATURAL PHENOMENA. REPLACE UNSATISFACTORY PLANT MATERIAL AT END OF WARRANTY PERIOD AT NO ADDITIONAL EXPENSE TO THE OWNER.
- 9. CONTRACTOR TO PROVIDE GATORBAGS FOR ALL TREES
- 10. INSTALLER REQUIREMENTS: MINIMUM 2 YEAR EXPERIENCE INSTALLING SIMILAR PRODUCTS
- <u>1</u> . CONTRACTOR TO WATER AND MAINTAIN PLANTS UNTIL TURNOVER TO OWNER. ANY DAMAGED OR UNHEALTHY PLANT MATERIAL SHALL BE REPLACED PRIOR

TO TURNOVER

12. Contractor to sprinkle granualar mycorrihizae onto the rootball of all nursery stock prior to planting. When using endoboost pro or approved equal apply a ratio of  $\frac{1}{2}$  teaspoon per 1 Gallon of Nursery stock.

### 7 H 7 $\triangleright$ Ū N 2

	PLANT/ MATERIAL S	CHEDULE				
SYM QTY	BOTANICAL NAME	COMMON NAME	CONT.	SIZE	SPACE	COMMENTS
	TREES					
~~ 4	MAGNOLIA X SOULANGEANA 'GALAXY'	'GALAXY' MAGNOLIA	B&B	8'-9' HT	PER PLAN	SPECIMEN, MATCHING
Ø 4	ILEX VOMITTORIA 'KATHY ANN'	'KATHY ANN' HOLLY	30 GALLON	5'-6' HT	PER PLAN	MULTI-STEM 2-3 CANES, MATCHING
	SHRUBS					
(-) 8	MALVAVISCUS ARBOREUS VAR. DRUMMONDII	DRUMMOND'S TURKS CAP	3 GALLON	24" TALL	3' O.C	SPACE AS PER PLAN, FULL MATCHING
6	ITEA VIRGINICA	SWEET WILLIAM	3 GALLON	24-36" TALL	3' O.C	STRAIGHT VARIETY ( NO CULTIVAR )
50	RUDBECKIA FULGIDA 'GOLDSTRUM'	'GOLDSTRUM' BLACK EYED SUSAN	1 GALLON	12-18" TALL	2' O.C	FULL/MATCHING
30	LIROPE MUSCARI 'EVERGREEN GIANT'	'EVERGREEN GIANT' LIRIOPE	1 GALLON	12-18" TALL	2' O.C	FULL/MATCHING
200 SF	MATCH EXISTING			SQUARE FEET		SOD

QUANTITY IN PLANT LIST IS LISTED AS A CONVENIENCE TO THE CONTRACTOR; CONTRACT SHALL BE BASED OFF THE PLAN OR WHICHEVER QUANTITY IS GREATER. LANDSCAPE PRE-CONSTRUCTION MEETING IS REQUIRED TO VERIFY SPECIES AVAILABILITY ,QUANTITY, AND LOCATION OF ALL PLANT MATERIALS. ADJUSTMENTS IN THE FIELD MAY BE REQUIRED AND ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT OF RECORD.

NTS

![](_page_225_Figure_16.jpeg)

![](_page_225_Figure_18.jpeg)

![](_page_225_Figure_19.jpeg)

![](_page_226_Figure_0.jpeg)

![](_page_226_Picture_1.jpeg)

![](_page_227_Picture_0.jpeg)

RENDERING IMAGE OF NEW ROOF FROM ABOVE

![](_page_227_Picture_2.jpeg)

RENDERING IMAGE OF NEW ROOF FROM NORTH SIDE

![](_page_227_Picture_4.jpeg)

![](_page_227_Figure_5.jpeg)

![](_page_228_Figure_0.jpeg)

![](_page_229_Figure_0.jpeg)

![](_page_229_Figure_1.jpeg)

## SINK FIX

![](_page_230_Figure_1.jpeg)

	╶┝╌┝┍┝┍┝┍┝┍┝┍┝┍┝ ┫	
	-	
	-	
	] - 	
[]		

				1	
	DATE: 10.0 PROJECT No: 23( 23(	REVISIONS:	ST. TAMMANY PARISH LIBRARY		KVS.
	)8.24 )228		MANDEVILLE BRANCH RENOVATIONS	ED ARCX	architecture
ω			844 GIROD STREET, MANDEVILLE, LA 70448	HILL HALL	235 Girod Street, Mandeville, Louisiana 985.674.3077 www.kvsarchitecture.com

## N WALL & FLOOR TILE 1/4" = 1'-0"

EXISTING FLOOR, BASE, AND WALL TILE TO BE CLEANED, AND GROUT ALL EXISTING VOIDS

![](_page_231_Figure_0.jpeg)

DESCRIPTION		FRAME		FIRE	NOTES
DESCRIPTION	DOOR TYPE	FRAME TYPE	HDWR.	FIRE RATING	NOTES
AUTOMATIC ALUM. ENTRANCE DOORS		PREFIN. ALUM.	1	N/A	<u>BASIS OF DESIGN:</u> ST DURAFIT - 6 PANEL TI WITH TRANSOM

ROO	OM FINISH	SCHEDULE		
FLOOR	BASE	WALLS	CEILING	NOTES
WALKOFF CARPET TILES CONC. COVERBOARD	6" CONCRETE CURB W/ QUARRY TILE BASE & EPOXY GROUT	STOREFRONT WINDOWS & AUTO- SLIDING DOOR ASSEMBLY	PTD. T&G WOOD	6" CONCRETE CURB @ STOREFRONT WINDOWS ONLY
TING QUARRY TILE TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	ALTERNATE #1: WALK-OFF CARPET TILE ON EXISTING QUARRY TILE IN REFERENCE AREA
TING Q.T. FLOOR TO BE ANED	EXISTING Q.T. BASE TO BE CLEANED	EXISTING MOSAIC TILE TO BE CLEANED	RECAULK & REPAINT BULKHEAD & CLG	
TING Q.T. FLOOR TO BE	EXISTING Q.T. BASE TO BE CLEANED	EXISTING MOSAIC TILE TO BE CLEANED	RECAULK & REPAINT BULKHEAD & CLG	
ALL OTHER	ROOMS THIS CONTR	RACT ARE EXISTING TO	O REMAIN.	

EFRONT ANT STOREFRONT STION 084100 IMPACT DREFRONT F THE ENTRANCE VESTIBULE		NOTE: SEE DRAWING A3.1 FOR IMPACT-RESISTANT STOREFRONT DETALS SEE DRAWING A3.2 FOR AUTOMATIC ENTRANCE DETALS	
DATE: 10.08.24 PROJECT No: 23028 DRAWING: <b>A3.0</b>	<b>ST. TAMMANY PARIS</b> MANDEVILLE BRANCH REN 844 GIROD STREET, MANDEVIL	SHLIBRARY NOVATIONS LLE, LA 70448 KVS Street, Mandeville, Lou 985.674.3077 www.kvsarchitecture	isian e.con

![](_page_232_Figure_0.jpeg)

![](_page_232_Figure_1.jpeg)

SPACE SPACE	VERT. MULTION WITH STEFT	FRAME WIDTH	The second secon
DATE: 10.08.24 PROJECT No: 23028 DRAWING: <b>NAMING:</b>	<b>ST. TAMMANY PARISH I</b> MANDEVILLE BRANCH RENOVAT 844 GIROD STREET, MANDEVILLE, LA	IBRARY ONS 70448	KVS architecture 235 Girod Street, Mandeville, Louisiana 985.674.3077 www.kvsarchitecture.com

![](_page_233_Figure_0.jpeg)

![](_page_233_Figure_1.jpeg)

![](_page_233_Figure_2.jpeg)

![](_page_233_Figure_3.jpeg)

С С С С С С С	DATE: 10.08.24 PROJECT No: 23028 DRAWING:	<b>ST. TAMMANY PARISH LIBRARY</b> MANDEVILLE BRANCH RENOVATIONS 844 GIROD STREET, MANDEVILLE, LA 70448	KVS architecture 235 Girod Street, Mandeville, Louisiana 985.674.3077 www.kvsarchitecture.com

SECTION

![](_page_234_Figure_0.jpeg)

![](_page_235_Figure_0.jpeg)

![](_page_236_Picture_0.jpeg)

![](_page_236_Picture_1.jpeg)

## RENDER NO SCALE

![](_page_236_Picture_3.jpeg)

![](_page_236_Picture_4.jpeg)

![](_page_236_Picture_5.jpeg)

![](_page_237_Picture_0.jpeg)

![](_page_237_Picture_2.jpeg)

### ω Z O RENDER S CALE

![](_page_237_Picture_4.jpeg)

![](_page_238_Picture_0.jpeg)

![](_page_238_Picture_1.jpeg)

![](_page_238_Picture_2.jpeg)

![](_page_239_Figure_0.jpeg)

![](_page_239_Figure_1.jpeg)

Image: status	
PREFIN. METAL ROOFING - CAP. ASPHALT SHINGLE ROOFING - MATCH EXIST. SPHALT SHINGLE ROOFING - MATCH EXIST. * CDX PLYWOOD SHEATHING W/ ICE & WATER SHIEL P.T. 2X8 RAFTERS PTD. CEM. BD. FÁSCIA BEHIND NÉW GUTTERS CROSS BLOCKING @ 24" O.C. EXTERIOR FINISH: WATERPROOFED CONVENTIONAL STUCCO SYSTEM * GYPSUM SHEATHING BASIS OF DESIGN: STANLEY DURAFIT - 6 PANEL TELESCOPING WITH OPTIONAL TRANSOM	

![](_page_240_Figure_1.jpeg)

![](_page_241_Figure_0.jpeg)